

**MEMORANDUM  
OF  
UNDERSTANDING**

**ALAMEDA COUNTY MANAGEMENT  
EMPLOYEES ASSOCIATION  
(CONFIDENTIAL UNIT)**

**AND**

**COUNTY OF ALAMEDA**



June 25, 2023 through July 3, 2027

**2023 - 2027**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION**  
**(CONFIDENTIAL UNIT)**  
**AND**  
**COUNTY OF ALAMEDA**

**TABLE OF CONTENTS**

**SECTION 1. RECOGNITION..... 1**

**SECTION 2. NO DISCRIMINATION..... 1**

2.A. DISCRIMINATION PROHIBITED..... 1

2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE..... 2

2.C. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY..... 2

**SECTION 3. ASSOCIATION SECURITY..... 2**

3.A. NOTICE OF RECOGNIZED ASSOCIATION..... 2

3.B. PAYROLL DEDUCTIONS AND PAYOVER..... 2

3.C. HOLD HARMLESS..... 2

**SECTION 4. ASSOCIATION BULLETIN BOARD; MEETINGS; ACCESS TO EMPLOYEES..... 3**

4.A. BULLETIN BOARDS..... 3

4.B. JOB CONTACTS..... 3

4.C. MEETINGS..... 3

4.D. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATION..... 3

**SECTION 5. EMPLOYEE REPRESENTATIVES OF THE ASSOCIATION..... 5**

5.A. RELEASE TIME FOR ASSOCIATION ACTIVITY..... 5

5.B. PURPOSE..... 5

5.C. SELECTION OF ACMEA DESIGNATED REPRESENTATIVES..... 5

5.D. DUTIES AND RESPONSIBILITIES OF A N ASSOCIATION REPRESENTATIVE..... 5

**SECTION 6. HOURS OF WORK AND REST PERIODS..... 6**

6.A. HOURS OF WORK..... 6

6.B. REST PERIODS..... 6

6.C. ALTERNATIVE WORK ARRANGEMENTS ("AWA")..... 6

**SECTION 7. HOLIDAYS AND MANAGEMENT PAID LEAVE..... 7**

7.A. HOLIDAYS DEFINED..... 7

7.B. FLOATING HOLIDAYS..... 7

7.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS..... 8

7.D. HOLIDAYS TO BE OBSERVED ON WORK DAYS..... 8

7.E. VALUE OF A HOLIDAY..... 8

7.F. MANAGEMENT PAID LEAVE..... 8

7.G. EFFECT OF LEAVE WITHOUT PAY ON MANAGEMENT PAID LEAVE AND FLOATING HOLIDAYS..... 9

**SECTION 8. HEALTH AND WELFARE..... 9**

8.A. MEDICAL PLANS:..... 9

8.B. DENTAL PLANS..... 10

8.C. CHANGES IN MEDICAL AND DENTAL COVERAGE..... 10

8.D. SHARE THE SAVINGS PLAN..... 12

8.E. CAFETERIA BENEFIT PLAN..... 13

8.F. COUNTY ALLOWANCE..... 13

**SECTION 9. OVERTIME..... 14**

9.A. OVERTIME POLICY..... 14

9.B. HOW OVERTIME IS AUTHORIZED. .... 14

9.C. OVERTIME WORK DEFINED. .... 14

9.D. RATES DEFINED. .... 15

9.E. FRACTIONS OF LESS THAN ONE TENTH HOUR. .... 15

9.F. OVERTIME COMPENSATION. .... 15

9.G. DAYLIGHT SAVINGS TIME..... 15

9.H. WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID. .... 15

9.I. DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY. .... 16

**SECTION 10. PREMIUM CONDITIONS..... 16**

10.A. BILINGUAL PAY ..... 16

10.B. SPLIT SHIFT..... 16

10.C. NIGHT SHIFT. .... 16

10.D. LONGEVITY PAY ..... 17

10.E. TEMPORARY ASSIGNMENT TO HIGHER-LEVEL VACANCY..... 17

**SECTION 11. NOTICE OF LAYOFFS ..... 17**

**SECTION 12. LEAVES OF ABSENCE ..... 17**

12.A. LEAVE MAY NOT EXCEED NINE (9) MONTHS..... 17

12.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT ..... 17

12.C. MILITARY LEAVE..... 18

12.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE. .... 18

12.E. EDUCATIONAL LEAVE. .... 18

12.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION. .... 19

12.G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE. .... 19

12.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE. .... 19

12.I. DISABILITY LEAVE FOR OTHER EMPLOYMENT..... 19

12.J. PREGNANCY DISABILITY LEAVE. .... 19

12.K. CHILD BONDING LEAVE..... 20

12.L. EFFECT OF LEAVE WITHOUT PAY ..... 21

12.M. BEREAVEMENT LEAVE..... 21

12.N. LEAVE FOR REPRODUCTIVE LOSS. .... 21

**SECTION 13. VACATION LEAVE..... 21**

13.A. VACATION ACCRUAL ..... 22

13.B. CASH PAYMENT IN LIEU OF VACATION LEAVE. .... 22

13.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES..... 22

13.D. DATE WHEN VACATION CREDIT STARTS..... 23

13.E. MAXIMUM VACATION LEAVE..... 23

13.F. DEFINITION..... 23

13.G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. .... 23

13.H. WHEN VACATION MAY BE TAKEN..... 23

13.I. PERSONAL LEAVE. .... 23

13.J. RATE OF VACATION PAY ..... 23

13.K. VACATION TRANSFER..... 24

13.L. CONTINUATION OF SECTION..... 24

13.M. VACATION PURCHASE PLAN. .... 24

13.N. VACATION SELLBACK. .... 25

**SECTION 14. SICK LEAVE. .... 26**

14.A. SICK LEAVE DEFINED..... 26

14.B. EMPLOYEE DEFINED..... 26

14.C.	SICKNESS OR INJURY IN COURSE OF EMPLOYMENT .....	26
14.D.	CUMULATIVE SICK LEAVE PLAN.....	28
14.E.	RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.....	28
14.F.	DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE.....	28
14.G.	MEDICAL REPORT.....	29
14.H.	SICK LEAVE CREDIT AT RETIREMENT.....	29
14.I.	FAMILY SICK LEAVE.....	29
14.J.	SICK LEAVE DAYS OR FRACTIONS OF DAYS.....	30
<b>SECTION 15.</b>	<b>WAGES .....</b>	<b>30</b>
15.A.	SALARY INCREASES.....	30
15.B.	SPECIAL ADJUSTMENTS.....	30
15.C.	ONE-TIME PAYMENT.....	30
15.D.	SALARY ADMINISTRATION CRITERIA FOR CLASSIFICATIONS WITH DEEP SALARY RANGES.....	30
15.E.	SALARY COMPACTION REVIEW.....	31
15.F.	ACERA CONTRIBUTIONS.....	31
15.G.	ZONE 7.....	32
<b>SECTION 16.</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>32</b>
16.A.	DEFINITION.....	32
16.B.	EXCLUSION OF CIVIL SERVICE MATTERS.....	32
16.C.	DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.....	32
16.D.	ASSOCIATION GRIEVANCE.....	33
16.E.	WAIVER OF APPEAL STEPS.....	33
16.F.	INFORMAL REVIEW BY DIRECTOR.....	33
16.G.	BINDING ARBITRATION OF GRIEVANCES.....	33
16.H.	SELECTION OF ARBITRATOR.....	33
16.I.	DUTY OF ARBITRATOR.....	33
16.J.	PAYMENT OF COSTS.....	34
16.K.	EFFECT OF FAILURE OF TIMELY ACTION.....	34
16.L.	LIMITATION OF STALE GRIEVANCES.....	34
16.M.	CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).....	34
16.N.	EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.....	34
16.O.	GRIEVANCE RIGHTS OF FORMER EMPLOYEES.....	34
<b>SECTION 17.</b>	<b>PROVISIONS FOR UNCLASSIFIED EMPLOYEES IN THE DISTRICT ATTORNEY’S OFFICE ...</b>	<b>35</b>
17.A.	PROBATIONARY PERIOD.....	35
17.B.	DISCIPLINE PROCEDURES.....	36
<b>SECTION 18.</b>	<b>MILEAGE.....</b>	<b>37</b>
18.A.	MILEAGE RATES PAYABLE.....	37
18.B.	MINIMUM ALLOWANCE.....	37
18.C.	REIMBURSEMENT FOR PROPERTY DAMAGE.....	37
<b>SECTION 19.</b>	<b>STATE DISABILITY, VOLUNTARY DISABILITY, AND LIFE INSURANCE .....</b>	<b>38</b>
19.A.	STATE DISABILITY INSURANCE.....	38
19.B.	VOLUNTARY DISABILITY INSURANCE.....	39
19.C.	LIFE INSURANCE.....	39
<b>SECTION 20.</b>	<b>CATASTROPHIC SICK LEAVE PROGRAM .....</b>	<b>39</b>
20.A.	ELIGIBILITY:.....	39
<b>SECTION 21.</b>	<b>PROFESSIONAL INCENTIVE POOL .....</b>	<b>40</b>
<b>SECTION 22.</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY.....</b>	<b>41</b>
<b>SECTION 23.</b>	<b>HEALTH AND SAFETY .....</b>	<b>41</b>

23.A. AGENCY/DEPARTMENT OR OFFICE SAFETY COMMITTEES..... 41

23.B. PREVENTATIVE ERGONOMIC EVALUATIONS..... 41

**SECTION 24. EMPLOYEE-INITIATED RECLASSIFICATION REQUESTS ..... 41**

24.A. EMPLOYEE-INITIATED RECLASSIFICATION REQUESTS..... 41

24.B. DATA REQUEST..... 42

**SECTION 25. ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM..... 42**

**SECTION 26. AGENCY/DEPARTMENT HEAD DEFINED ..... 43**

**SECTION 27. EFFECT OF LEGALLY MANDATED CHANGES ..... 43**

**SECTION 28. NO STRIKE – NO LOCKOUT ..... 43**

**SECTION 29. SAVINGS CLAUSE..... 43**

**SECTION 30. ENACTMENT ..... 44**

**SECTION 31. SCOPE AND TERM OF AGREEMENT ..... 44**

**APPENDIX A CLASSIFICATION AND SALARY LISTING BY BARGAINING UNIT ..... 46**

REPRESENTATION UNIT R50..... 46

**APPENDIX B DOMESTIC PARTNERS ..... 49**

**APPENDIX C ZONE 7 CLASSIFICATIONS ..... 50**

**APPENDIX D EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES ..... 51**

**CLASSIFICATIONS WITH DEEP SALARY RANGES..... 55**

**CLASSIFICATION SALARY SURVEY AND INTERNAL COMPARABLE DATA..... 56**

**PILOT EMPLOYEE WELLNESS COMMITTEE ..... 57**

**MINUTE ORDER ..... 58**

**MINUTE ORDER ..... 59**

**PAY PERIOD CALENDAR 2023..... 60**

**PAY PERIOD CALENDAR 2024..... 61**

**PAY PERIOD CALENDAR 2025..... 62**

**PAY PERIOD CALENDAR 2026..... 63**

**PAY PERIOD CALENDAR 2027 ..... 64**

**2023 – 2027**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ALAMEDA COUNTY MANAGEMENT EMPLOYEES’ ASSOCIATION**  
**(CONFIDENTIAL UNIT)**  
**AND**  
**COUNTY OF ALAMEDA**

---

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "COUNTY", and the Alameda County Management Employees Association, a non-profit mutual benefit corporation, hereafter designated as "ACMEA," (collectively herein, “Parties”) as a recommendation to the Board of Supervisors of the County of Alameda (“County”) of those conditions of employment which are to be in effect during the period June 25, 2023 through July 3, 2027 for those employees working in bargaining units referred to in Section 1. (Recognition) hereof.

**SECTION 1. RECOGNITION**

The County recognizes ACMEA as the exclusive bargaining representative for the following employees:

All full-time and part-time employees in classifications included in Bargaining Unit 50 (Confidential Management) as specifically enumerated in Appendix A (Classification and Salary Listing by Bargaining Unit) attached hereto and Bargaining Unit 61 (Zone 7 Confidential Unit) as specifically enumerated in Appendix C (Zone 7 Classifications) hereto.

The County shall recognize ACMEA as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and ACMEA shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In the case of a disagreement, the department head panel, as set forth in Section 3.44.050 of the County Administrative Code (Duty of Department Head Panel), shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all Parties of the disagreement. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the Parties of the disagreement.

**SECTION 2. NO DISCRIMINATION**

**2.A. DISCRIMINATION PROHIBITED.** No persons shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, or because of age; race; color; sex; gender (including pregnancy, childbirth, breastfeeding or related medical conditions); gender identity; gender expression; ancestry; national origin; sexual orientation; religion; creed; physical/mental disability; medical condition; genetic information; marital status; military or veteran status; and/or any other protected class as defined by federal and state law.

Complaints arising pursuant to the provisions of this subsection shall only be processed according

to the Uniform Complaint Procedure contained in Appendix D (Chapter 3.48 Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU and shall be excluded from the Grievance Procedure.

- 2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix D (Chapter 3.48 Employment Discrimination Complaint Procedures) during the term of this MOU, subject to the duty to meet and confer.
- 2.C. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.** Neither County nor ACMEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not to engage in Association activity.

### **SECTION 3. ASSOCIATION SECURITY**

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by ACMEA, the County shall notify such person(s) that ACMEA is the exclusive recognized bargaining agent for the employees in said representation unit.

The County shall post within the employee work or rest area a notice that sets forth the classifications within each representation unit referred to in Section 1. (Recognition) hereof and the name and address of ACMEA.

- 3.B. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by ACMEA that an employee has signed an authorization for the deduction of ACMEA membership dues or designated fees, the County will deduct the appropriate dues or fees, as established and as may be changed from time to time by ACMEA, from employee's pay, in conformity with State and County regulations. The County shall remit such dues or fees to ACMEA each pay period. Employee requests to cancel or change such deductions must be directed to ACMEA, rather than to the County. Deductions will continue unless the employee submits a written revocation to ACMEA in accordance with the ACMEA bylaws.

No later than December 1<sup>st</sup> of each year, the County shall provide ACMEA the County's official annual calendar showing paydays for the following year. ACMEA will provide the County with written notice of each employee deduction authorization or revocation on or before Monday of a non-payday week. The effective date of the deductions or revocations of any existing authorizations for employees shall be the payday Friday following ACMEA's notification to the County of the deduction authorization or revocation.

- 3.C. HOLD HARMLESS.** ACMEA shall defend, indemnify and hold the County, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, approved ACMEA insurance programs, or from complying with any ACMEA requests for deductions or revocations made pursuant to this Section 3. (Association Security), provided that the County provides notice to ACMEA within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense or indemnification. This includes ACMEA's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit, or other action. With regard to any such claim, demand, suit, or other action, ACMEA shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or

appealed. In no event shall the County be required to pay from its own funds ACMEA dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

**SECTION 4. ASSOCIATION BULLETIN BOARD; MEETINGS; ACCESS TO EMPLOYEES**

For purposes of this MOU, "authorized ACMEA Business Representative" is not a County employee

- 4.A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Agency/Department Heads at each worksite location for use by ACMEA to communicate with departmental employees. The County will provide ACMEA with a list of all bulletin board locations every twenty-four (24) months and whenever a location change occurs. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, filing cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues that do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed promptly when no longer applicable.
  
- 4.B. JOB CONTACTS.** Any authorized ACMEA Business Representative shall have the right to contact individual employees working within the bargaining units represented by ACMEA in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Agency/Department Head who shall grant permission for such contact if, in their judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by the confidentiality of records, work situation, health and safety of employees or the public, or by disturbance to others, the Agency/Department Head shall have the right to make other arrangements for a contact location removed from the work area. Spontaneous arrivals during business hours at County facilities of ACMEA Business Representatives for the purpose of contacting individual employees without prior approval of the Agency/Department Head will not be allowed.
  
- 4.C. MEETINGS.** Meetings of an ACMEA Business Representative and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Subsection 4.D. (Association Access to New Employee Orientation) and Section 16. (Grievance Procedure) hereof. The Agency/Department Head may, upon forty eight (48) hours prior notice, allow meetings of an ACMEA Business Representative and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal ACMEA business.
  
- 4.D. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATION.** The County Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a countywide New Employee Orientation ("NEO") for all new employees hired into the County. The NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:30 a.m. – 1:00 p.m.

It is the County's policy that NEOs are mandatory for all newly hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.

In accordance with Government Code Sections 3555-3559, the Parties agree to the following:



1. **Designated Representative:** The County shall recognize the ACMEA-designated representative as the point of contact for NEO-related matters. ACMEA shall be responsible for updating the County, in writing, of any changes to the designated point of contact.
2. **EBC NEO Schedule:** The County shall provide the ACMEA-designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. If there are any changes to the scheduled dates, EBC will notify the ACMEA-designated representative as soon as possible.
3. **NEO Notification and Employee Information:** The EBC will provide, via email to the ACMEA-designated representative, a list of new employees, who are represented by ACMEA and are scheduled to attend the upcoming NEO session. The EBC will also provide ACMEA with a list of employees who have promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case EBC will provide the information as soon as possible prior to the NEO date.

In this notification, EBC will provide, in a sortable electronic format, the name; job title; department; work location; work, home and personal cell phone numbers; home address; and work and personal email addresses on file with the County. If the County does not have the home or personal cell phone number or the personal email address on file, this information shall not be provided.

4. **Presentation Time:** ACMEA shall be permitted to meet separately with newly-hired employees represented by their bargaining unit, and make a presentation of up to thirty (30) minutes from 8:15 a.m. – 8:45 a.m., or as agreed upon otherwise. The EBC will provide a space for the ACMEA-designated representative to meet with the newly hired employees, or computer access for the employees to meet virtually with the ACMEA-designated representative, during this timeframe. Under no circumstances shall ACMEA's presentation exceed thirty (30) minutes from the EBC designated start time. If for any reason ACMEA will not be present for a scheduled NEO presentation, ACMEA shall notify the County at least ten (10) working days prior to the session, or as soon as administratively possible.
5. **Presentation Release Time:** ACMEA's representatives, which are limited to the ACMEA Business Representative, ACMEA Board of Directors, and ACMEA Employee Representatives shall conduct the presentations covered under this Agreement. Only one (1) ACMEA member will be granted release time to present at each NEO. Release time requests must be received by the County HRS Employee and Labor Relations Division no later than at least three (3) working days before the scheduled NEO, unless ACMEA receives less than a three (3) working day notice from EBC.

Upon request of release time by ACMEA through the County HRS Employee and Labor Relations Division, the County shall coordinate with the appropriate supervisor(s) of the ACMEA-designated representative to allow release time.

6. **Enrollment Forms:** As the custodian of records for its Membership, ACMEA will be responsible for distributing and collecting any forms related to membership dues, general assessments or payment for any membership benefit program. Any forms that are submitted directly to the County from an employee shall be forwarded to ACMEA. ACMEA shall provide to the County a certified list of employees who have authorized a payroll deduction for dues or fees to ACMEA.

7. **Quarterly ACMEA Member List:** On a quarterly basis, the County shall provide ACMEA with a list, in sortable electronic format, of all existing members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The information shall be provided to ACMEA by the last Friday of the month in March, June, September and December of each year, respectively. The list shall include the following information to the extent it is in the County's possession: 1) Name; 2) Employee Identification Number; 3) Classification; 4) Job Code; 5) Representation Unit Description; 6) Work Address; 7) Work Phone Number; 8) Home Address 9) Personal Phone Number; and 10) Personal Email Address.

Additionally, if the County does not have the home or personal phone number, or the personal email address on file, this information shall not be provided.

8. **Request to Cease or Reinstate Participation:** If ACMEA decides to cease participation in the County's NEO, the ACMEA-designated representative must notify the EBC at least thirty (30) calendar days prior to the date that ACMEA is requesting to cease participation. If ACMEA ceases participation, any provision in this subsection 4.D. (Association Access to New Employee Orientation) referencing ACMEA's participation in the NEO shall no longer apply.

If ACMEA decides to reinstate their participation in the County's NEO under the provisions of this subsection 4.D. (Association Access to New Employee Orientation), the designated business representative must notify the EBC at least thirty (30) calendar days prior to requesting reinstatement.

## **SECTION 5. EMPLOYEE REPRESENTATIVES OF THE ASSOCIATION**

- 5.A. **RELEASE TIME FOR ASSOCIATION ACTIVITY.** Employee representatives of ACMEA shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations, meet and confers, and labor management committee meetings. Employee representatives of ACMEA shall be extended the same privilege to participate in any meetings mutually called by the Parties during the term of this MOU for review of grievances and contract compliance questions.
- 5.B. **PURPOSE.** The County recognizes the need and affirms the right of ACMEA to designate authorized representatives of ACMEA from among employees in the unit. It is agreed that ACMEA in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- 5.C. **SELECTION OF ACMEA DESIGNATED REPRESENTATIVES.** ACMEA shall reserve the right to designate the method of selection of its authorized employee representatives. ACMEA will notify the HRS Employee and Labor Relations Division in writing of the names of the ACMEA representatives and the units they represent. ACMEA shall promptly notify the HRS Employee and Labor Relations Division, in writing, if there are new or changes in ACMEA-designated representatives.
- 5.D. **DUTIES AND RESPONSIBILITIES OF AN ASSOCIATION REPRESENTATIVE.** The following functions are understood to constitute the duties and responsibilities of ACMEA representatives.

1. Employees may be represented by an ACMEA representative in accordance with subsection 16.C. (Departmental Review and Adjustment of Grievances) or for an investigatory meeting that entitles the employee to have a representative. ACMEA representatives shall report any release time taken for the purpose of investigating a grievance or an investigatory interview to their supervisor as ACMEA representative leave (payroll code UNI) for timekeeping purposes. Designated ACMEA representatives will be allowed a maximum of eight (8) hours of release time annually to attend ACMEA representative training.
2. Representatives/employees who participate in the meet and confer process or participate on a labor management committee, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

## **SECTION 6. HOURS OF WORK AND REST PERIODS**

- 6.A. HOURS OF WORK.** Hours of work in the normal workday shall be eight (8) hours; the normal workweek shall consist of forty (40) hours for all employees covered by this MOU.
- 6.B. REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- 6.C. ALTERNATIVE WORK ARRANGEMENTS (“AWA”).** All Agencies/Departments are encouraged to establish an alternative work program or policy that provides for continuity of operations and services during emergencies, improves employee productivity, supports the reduction of traffic congestion and greenhouse gas emissions, helps to attract and retain a diverse and talented workforce, reduces unscheduled absences, enhances work/life balance and helps to improve employee morale.
1. **Agency/Department Program/Policy:** Employees may request an AWA (telework, telecommute, mobile, adjusted schedules and flexible work schedules) in accordance with their Agency/Department’s program or policy. If the Agency/Department does not have an existing timeline to respond to an employee’s request, the Agency/Department shall respond in writing within twenty (20) working days. Employees may request a copy of the program/policy from their immediate supervisor or Agency/Department human resources.
  2. **Agency/Department without a Program/Policy:** Employees may submit a request to their immediate supervisor or their designee for consideration for an AWA. The employee shall receive a written response to their request within twenty (20) working days. If an employee’s request is denied, the supervisor, or their designee, shall provide a written justification explaining the reason for the denial. Reasons for denial may include, but are not limited to, performance issues, training needs, and any operational impacts such as productivity, service delivery, functions and availability to the public or other County Agencies/Departments.
  3. **Request for Reconsideration:** Requests for reconsideration (i.e., referenced as appeals or rebuttals in existing programs/policies) shall be in accordance with the applicable Agency/Department’s existing program/policy. If an Agency/Department does not have an existing process that allows an employee to request reconsideration to a denied request, employees may submit to their Agency/Department’s Human Resources Office a written

request for reconsideration within ten (10) working days from receipt of such denial. The Agency/Department shall have twenty (20) working days to respond in writing, explaining the reason for the denial.

The approval or denial for an AWA shall be at the sole discretion of the Agency/Department Head or their designee.

**SECTION 7. HOLIDAYS AND MANAGEMENT PAID LEAVE**

**7.A. HOLIDAYS DEFINED.**

Paid holidays shall be:

<b>Date Observed</b>	<b>Known As</b>
January 1	New Year's Day
Third (3 <sup>rd</sup> ) Monday in January	Dr. Martin Luther King, Jr. Birthday
February 12	Lincoln's Birthday
Third (3 <sup>rd</sup> ) Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First (1 <sup>st</sup> ) Monday in September	Labor Day
November 11	Veterans Day
Fourth (4 <sup>th</sup> ) Thursday in November	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three (3) or more members of the Board of Supervisors.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this MOU.

**7.B. FLOATING HOLIDAYS.** Each employee hired prior to July 1 of each year shall be entitled to four (4) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head or designee and taken within the calendar year. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible entitled employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

Floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's fulltime status. The adjustment to the floating holiday hour balance shall not exceed the fulltime equivalent amount for four (4) days of floating holidays thirty-two (32) hours for eighty (80) hour pay period employee and thirty (30) hours for seventy-five (75) hour per pay period employee)

or the full-time equivalent amount in effect for the calendar year. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

**7.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 7.D. (Holidays to be Observed on Work Days), hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.

**7.D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; June 19 known as "Juneteenth"; July 4; November 11, known as "Veterans Day"; or December 25, fall on a Saturday, said holiday shall be observed on the preceding Friday. Should any of said holidays enumerated in this subparagraph fall on a Sunday, said holiday will be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

When December 25, January 1, or July 4th occurs in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year's holiday on January 1 and July 4th on the actual day rather than the County designated day of observance of the holiday.

**7.E. VALUE OF A HOLIDAY.** The value of a holiday that falls during a pay period, is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hours per pay period.

**7.F. MANAGEMENT PAID LEAVE.** The purpose of management paid leave is to recognize the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek, and is granted as follows:

**1. For Employees Exempt from the Fair Labor Standards Act ("FLSA").** Each employee who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the FLSA, shall receive seven (7) days (56-hours) of management paid leave in each calendar year in recognition of time worked in excess of the normal County workweek. Effective January 19, 2025, employees shall receive one (1) additional day (8-hours) of paid leave to use for the remainder of Calendar Year 2025. Effective Calendar Year 2026, employees shall receive eight (8) days (64-hours) of management paid leave.

**2. For Employees Non-Exempt from the FLSA.**

**a. Employees Hired Before the Pay Period Beginning January 4, 2026:** Employees shall receive three (3) days (24 hours) of paid management leave in each calendar year in recognition of time worked in excess of the normal County workweek.

**b. Employees Hired on or After the Pay Period Beginning January 4, 2026:** Employees who are newly hired, promoted, reinstated, demoted or appointed through any other method into an M-designated FLSA non-exempt position are not eligible for paid management leave.

3. **Proration.** Employees appointed after the start of the calendar year shall receive management paid leave as outlined above in subsections 7.F.1. (For Employees Exempt from the Fair Labor Standards Act (“FLSA”)) and 7.F.2. (For Employees Non-Exempt from the FLSA) prorated for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Management paid leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.
  4. **When Management Paid Leave May Be Taken.** Management paid leave allowed pursuant to this subsection shall be scheduled by mutual agreement of the employee and the Agency/Department Head or designee and taken within the calendar year in which it was granted. The management paid leave allocation will appear in the leave balances on the paycheck containing January 1 of each year. Management paid leave hours that, for any reason, are not taken in the calendar year earned shall not thereafter be paid in any form.
- 7.G. EFFECT OF LEAVE WITHOUT PAY ON MANAGEMENT PAID LEAVE AND FLOATING HOLIDAYS.** Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use management paid leave and floating holiday hours for that calendar year when they return to work in a paid status during the same calendar year.

## **SECTION 8. HEALTH AND WELFARE**

- 8.A. MEDICAL PLANS:** The County offers Health Maintenance Organization (“HMO”) medical plan options and a Preferred Provider Organization (“PPO”) or Indemnity medical plan. Alternative plan options listed in subsection 8.C.2. (Duplicative Coverage) applies to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

The County and covered employees share the cost of medical premiums as provided in subsection 8.A.1. (Payment of Premiums) below.

1. **Payment of Premiums.** The County will contribute eighty-five percent (85%) of the total semi-monthly premium for an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan towards the total semi-monthly premium of a PPO/Indemnity Plan at the employee’s applicable level of enrollment (i.e., Self, Self +1 dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.
2. **Proration.** The County’s contribution (in subsection 8.A.1. (Payment of Premiums.)) shall be prorated each pay period based upon a proportion of the hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 13.M (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly medical premium for the benefit and the County will make no contribution.

**8.B. DENTAL PLANS.** The County offers both a Dental Health Maintenance Organization (“DHMO”) dental plan and a Preferred Provider Organization (“PPO”) dental plan option. Alternative plan options listed in subsection 8.C.2. (Duplicative Coverage) applies to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

1. **Payment of Premiums.** The County shall contribute the total semi-monthly premium for a County-offered dental plan at the applicable level of enrollment (i.e., Self; Self + 1 dependent; Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 13.M. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) percent of the normal full-time biweekly pay-period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.
2. **Annual Benefits Maximum for County-offered PPO Plan.** The maximum annual dental coverage limit shall be one thousand seven hundred fifty dollars (\$1,750).
  - a. Effective Plan Year 2026, the maximum annual dental coverage limit shall be increased to one thousand nine hundred dollars (\$1,900).
  - b. Effective Plan Year 2027, the maximum annual dental coverage limit shall be increased to two thousand dollars (\$2,000).

**8.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.**

1. **Benefits Subject to Availability.** The foregoing County-offered medical and dental options shall be available to the extent that the applicable carrier continues to offer these benefits. The County shall give notice to ACMEA of such benefit changes. Within ten (10) working days of receiving such notice, ACMEA may demand to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation.

The parties agree that the County may make changes during the term of the MOU to the Medical and Dental Plans that do not materially impact the health benefits upon notice to ACMEA. Within ten (10) working days of receiving such notice, the Union may demand to meet and confer with the County.

The parties agree that only this section of the MOU can be reopened on notice to ACMEA to meet and confer regarding possible changes in the medical and dental plan design.

2. **Duplicative Coverage.** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (“YAD”) relationships where the YAD employee is under age twenty-six (26), when both parties are both employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

**a. Medical Plan Coverage.** Married County employees and employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of medical plan coverages:

- Up to one (1) full family PPO/Indemnity plan;
- Up to one (1) full family HMO plan;
- Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan; or
- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicative coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

**b. Dental Plan Coverage.** Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one (1) choice from the following list of dental plan coverages:

- Up to one (1) full family PPO plan with up to one (1) PPO full family supplemental plan;
- Up to one (1) full family PPO plan with up to one (1) full family DHMO plan;
- Up to one (1) full family DHMO plan; or
- Up to one (1) full family PPO plan.

For County employees in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee if the parent employee has the YAD employee on a family plan.

### **3. Effect of Leave Without Pay and Re-Enrollment.**

**a. Medical Plan.** Employees who are absent on leave without pay (including vacation purchase hours referenced in subsection 13.M. (Vacation Purchase Plan) during a pay period that the semi-monthly medical premium is paid shall have their County contribution toward their medical premium prorated as provided in subsection 8.A.2. (Proration).

**b. Dental Plan.** Employees who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period due to leave without pay (including vacation purchase hours referenced in subsection 13.M. (Vacation Purchase Plan)), shall be responsible for one hundred percent (100%) of the semi-monthly dental premium.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current medical or dental plan premiums or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical or dental plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical or dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of medical or dental plan coverage during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Employees who are on leave without pay, and who lose their medical or dental plan coverage for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had



coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

Those whose medical or dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

- 4. **Special Enrollment Due to Change in Status.** To make changes to employee benefit elections outside of the annual Open Enrollment period for a County-sponsored medical or dental plan, employees must notify the Employee Benefits Center (“EBC”) within thirty (30) calendar days when they experience a qualifying event (e.g., marriage, adoption, loss of medical or dental coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
- 5. **Open Enrollment.** Eligible employees may choose from the medical or dental plans offered by the County and make benefit election changes during the County’s annual Open Enrollment period.

**8.D. SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 8.A. (Medical Plan) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to Proration (subsection 8.D.2.).

**1. Tiers and Monthly Stipend.**

- a. The County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

- b. Effective Plan Year 2026, the County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee shall be increased as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

2. **Proration.** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 13.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.
3. **Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 13.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 8.D.2. (Proration).

**8.E. CAFETERIA BENEFIT PLAN.** Employees shall be eligible to participate in the County's Cafeteria Benefit Plan. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service (IRS) Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary, to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 8.F. (County Allowance) below) to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of becoming eligible, the County Allowance will be allocated towards eligible plans as follows, if elected:

- Medical
- Vision
- Supplemental Employee Group Life Insurance
- Group Accidental Death and Dismemberment Insurance

The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate remaining County Allowance funds or pre-tax salary contributions towards eligible Health Care, Dependent Care, and Adoption Assistance Flexible Spending Accounts. Unallocated or unused funds are subject to subsection 8.F.4. (Unallocated and/or Unused Funds).

**8.F. COUNTY ALLOWANCE.** To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 8.E. (Cafeteria Benefit Plan) above), the County provides eligible employees with a County Allowance each calendar year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 8.F.2).

1. **Annual Allowance.** The annual County Allowance amount shall be three thousand and five hundred dollars (\$3,500).
  - a. Effective Plan Year 2026, the County Allowance amount shall be increased to three thousand and six hundred dollars (\$3,600).
  - b. Effective Plan Year 2027, the County Allowance amount shall be increased to three thousand and seven-hundred dollars (\$3,700).

2. **Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount based upon the number of pay periods the employee is scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year. The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 8.F.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.
3. **Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to their County Allowance allocation or Flexible Spending Accounts during the year.
4. **Unallocated and/or Unused Funds.** Failure by the employee to allocate their County Allowance to the eligible benefits noted in subsection 8.E. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid out as after-tax earnings on a semi-monthly basis. Any remaining unspent funds in any of the Flexible Spending Accounts (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds.

## **SECTION 9. OVERTIME**

Except for subsection 9.I., the following section only applies to employees who are in classifications covered by the overtime provisions of the Fair Labor Standards Act ("FLSA").

- 9.A. **OVERTIME POLICY.** Overtime work shall be kept to a minimum and shall be used only for emergencies or for the performance of those services where there are no other alternatives to the use of overtime. Whenever feasible and appropriate, Agency/Department Heads or their designee and the employee may by mutual agreement adjust work schedules or use intermittent and part-time staff in order to eliminate the need for overtime work. Agency/Departmental management or their designee is responsible for the control, verification of necessity, and the budgetary means for payment of all overtime.
- 9.B. **HOW OVERTIME IS AUTHORIZED.** No employee shall perform overtime work unless such overtime work has been approved by the Agency/Department Head or designee, or in cases of unanticipated emergency, approved by the Agency/Department Head or designee after the emergency work is performed.
- 9.C. **OVERTIME WORK DEFINED.** An employee shall receive premium overtime for all work time worked in excess of the normal work week of forty (40) hours at the rate of one and one-half times the hourly rate either in cash, in compensatory time off or a combination thereof, at the discretion of the Agency/Department Head or their designee.

Vacation, vacation buy, personal leave, sick leave (all types), floating holiday leave and paid management leave shall not count towards the accumulation of the workweek when calculating overtime compensation.

**9.D. RATES DEFINED.** For purposes of this section, hourly rate shall be defined as the biweekly rate divided by eighty (80).

**9.E. FRACTIONS OF LESS THAN ONE TENTH HOUR.** Overtime payments shall be compensated in cash or compensatory time off in increments of 1/10th.

**9.F. OVERTIME COMPENSATION.**

1. Employees who work overtime pursuant to subsection 9.B. (How Overtime is Authorized) above shall receive overtime compensation in cash, in compensatory time off, or a combination thereof, at the option of the Agency/Department Head or their designee.
2. There shall be no premium overtime payment unless the employee has actually worked over forty (40) hours during said workweek, with the exception of holiday leave and compensatory time off.

**9.G. DAYLIGHT SAVINGS TIME.** All employees working at the time daylight savings time starts or ends shall be paid for actual time worked and in accordance with Section 9. and its provisions.

**9.H. WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID.**

1. Compensatory time off shall be accrued and paid in accordance with section 7(o) of the FLSA, except that the maximum accrual of untaken compensatory time off shall not at any time exceed eighty (80) hours, unless specifically approved in writing by the County Administrator and the Director of Human Resource Services, but in no event to exceed two hundred forty (240) hours. If an employee's compensatory time off balance is not approved to exceed eighty (80) hours, an employee who has accumulated eighty (80) hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensatory time off balance is reduced below eighty (80) hours.
2. The Agency/Department Head or their designee shall be the authority to require that employees use their accumulated compensatory time off. The Agency/Department Head or their designee must provide the opportunity for the employees to take the time off within twelve (12) calendar months following the month in which it is earned, and to prevent the accumulation of unused compensatory time off in excess of eighty (80) hours.
3. Employees may request specific times as to when such time off shall be taken, but the Agency/Department Head shall determine that the scheduling thereof is consistent with the operating needs of the Agency/Department.
4. Compensatory time off due to an employee who separates from County service must be granted to such employee prior to their separation. Unused compensatory time off at the time of separation shall be paid in cash.
5. An employee currently occupying a position in a classification that is not eligible to earn compensatory time off may use the compensatory time off earned while occupying a position in a previous classification. Scheduling of this time off shall be by mutual agreement between the employee and the Agency/Department Head or their designee.

- 9.I. DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY.** Employees in designated management classifications and who are exempt from the overtime provisions of the FLSA, shall have appropriate leave balances reduced for absences of less than one workday, except that such employees shall be placed on leave without pay or absence without authorization (AWOL) for absences less than one workday when paid leave is not used because:
- a. Permission for its use has not been sought or has been sought and denied;
  - b. Paid leave is exhausted; or
  - c. The employee chooses to use leave without pay.

## **SECTION 10. PREMIUM CONDITIONS**

### **10.A. BILINGUAL PAY**

1. **Positions Requiring Bilingual:** Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, persons occupying positions requiring fluency in a language other than English shall receive an additional fifty-five dollars (\$55) per biweekly pay period. Persons having proficiency in three (3) or more languages, shall receive sixty dollars (\$60) per pay period provided that such persons are required to utilize such additional languages in the course of their duties for the County.

Effective February 16, 2025, the compensation for a person occupying a position designated as requiring fluency in a language other than English shall receive an additional sixty dollars (\$60) per biweekly pay period. Persons occupying such a position and having fluency in three (3) or more languages shall receive sixty-five dollars (\$65) per pay period provided that such persons are required to utilize such additional languages in the course of their duties for the County.

2. **Bilingual Pay for Services Requested:** An employee who has taken and passed a bilingual proficiency test coordinated by the County Personnel Department and administered by a person who has been certified as bilingually proficient (including sign language) shall be compensated fifty-five dollars (\$55) in any pay period in which the employee is directed by the Agency/Department Head or designee to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure. Effective February 16, 2025, this compensation shall be increased to sixty dollars (\$60) per pay period.

- 10.B. SPLIT SHIFT.** Except for employees in classifications unique to Zone 7 as listed in Appendix C (Zone 7 Classifications), employees who are required to work a split shift shall be paid at a rate of five percent (5%) over and above the employee's base rate of pay for the entire shift worked. For purposes of this paragraph "split shift" is defined as any daily tour of duty divided into two (2) periods of time and taking more than nine and one-half (9.5) consecutive hours to complete. Effective February 16, 2025, the split shift differential shall be increased to seven and one-half percent (7.5%).

- 10.C. NIGHT SHIFT.** Except for employees in classifications unique to Zone 7 as listed in Appendix C (Zone 7 Classifications) employees who are required to work at least five-eighths (5/8<sup>th</sup>) of their normal scheduled work day between the hours of 4:30 p.m. and 8:00 a.m. will receive an additional five percent (5%) above their base rate of pay for all hours worked between 4:30 p.m. and 8:00 a.m.

Effective February 16, 2025, the night shift differential shall be increased to seven and one-half percent (7.5%).

**10.D. LONGEVITY PAY.** Effective February 16, 2025, employees will receive Longevity Pay as follows:

1. **10 Years of Service.** Employees who complete the equivalent of ten (10) years or more of continuous County service (equivalent to or at least 20,800 total service hours) shall receive an additional one percent (1%) compensation of the base pay.
2. **20 Years of Service.** Employees who complete the equivalent of twenty (20) years or more of continuous County service (equivalent to at least 41,600 total service hours), shall receive an additional one percent (1%) for a total of two percent (2%) compensation of the base pay.
3. **Zone 7.** Those job classifications unique to Zone 7 (listed in Appendix C (Zone 7 Classifications)) are excluded from this subsection 10.D. (Longevity Pay).

**10.E. TEMPORARY ASSIGNMENT TO HIGHER-LEVEL VACANCY.** An employee who is temporarily assigned in writing by the Agency/Department Head or designee, to perform the full range of duties of a higher-level position and, serve in this capacity for more than ten (10) days within a 12-month period, shall be compensated at the higher-level rate. Such temporary assignment shall be due to a vacancy or an incumbent on leave at the higher-level position. Compensation at the higher-level shall be applied retroactively to the first day of the assignment. . The rate of pay pursuant to this subsection shall be calculated as though the employee had been promoted to the higher-level position in accordance with Section 4-7 (Change to Position of Higher Grade) of the Salary Ordinance.

1. **Duration of Temporary Assignment.** For temporary assignments due to a higher-level vacancy, the Agency/Department shall make every effort to fill the position with a regular appointment as soon as practicable and the duration of such assignment shall be limited to 18-months. If an extension beyond 18-months is necessary, the Agency/Department shall provide a courtesy notification to ACMEA with the reason for the extension. For temporary assignments due to a leave of absence of the appointed incumbent, there shall be no limitation on the length of the assignment and such assignment may be extended accordingly.

## **SECTION 11. NOTICE OF LAYOFFS**

The County shall give reasonable notice to ACMEA before effecting any layoffs which materially affect employees represented under this MOU. Upon receiving such notice, ACMEA may demand to meet and confer regarding the effect of the layoff.

## **SECTION 12. LEAVES OF ABSENCE**

**12.A. LEAVE MAY NOT EXCEED NINE (9) MONTHS.** A leave of absence without pay may be granted by the Agency/Department Head at the request of the employee seeking such leave, but such leave shall not be for longer than nine (9) months, except as hereinafter provided.

**12.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.

**12.C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. Employees must present to their supervisor a copy of their military orders, that specify the dates and duration of such leave.

If such employee shall have been continuously employed by the County for at least one (1) year prior to the date such absence begins, the employee shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240-working hours for 40-hour/week classes or 225-working hours for 37.5-hour/week classes, during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of thirty (30) 8-hour days but is designated in hours to account for alternative work schedules. The 225-hour limit reflects the equivalent of thirty 7.5-hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in subsection 12.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday leave, had the employee not been on military leave.
4. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

In determining an employee's eligibility for classifications requiring a minimum length of service, time spent on military leave shall be eligible for inclusion in the length of service calculation.

**12.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Agency/Department Head may grant employees a leave of absence without pay from their position to permit such employees to be temporarily appointed to fill positions that are vacant as the result, and during the period of, a military leave of absence.

**12.E. EDUCATIONAL LEAVE.**

1. **Leave of Absence for Education Purposes.** A leave of absence without pay may be granted by the Agency/Department Head at the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.
2. **Paid Time Off for Education Purposes.**
  - a. **State-Mandated Training.**

Effective Fiscal Year ("FY") 2025-2026, employees in the following classifications shall be permitted to take paid leave for state-mandated training required to maintain their licenses, certifications, or registration as outlined below. Paid leave for any employee regularly scheduled to work less than the normal work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the

hours that would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification.

Job Code	Covered Classifications	Hours Limit	Frequency*
5069	Director, Environmental Health	Up to 36	Over a 2-FY period

- 12.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one (1) year.
- 12.G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.
- 12.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** Employees having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such classification in such Agency/Department shall be laid off if all authorized positions are filled.
- 12.I. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any persons who, because of sickness or injury, are incapable of performing their work or duties in the service of the County but who are nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.
- 12.J. PREGNANCY DISABILITY LEAVE.** An employee who is disabled by pregnancy, childbirth, or a related medical condition is entitled to an unpaid, job-protected leave of absence of up to 17 and 1/3 weeks as determined by the employee's health care provider, in accordance with the Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL) provision. Employees who are approved for PDL will have their accrued sick leave automatically applied or supplemented if they are eligible and receiving State Disability Insurance (SDI). If employees exhaust their sick leave, their vacation leave, compensatory time off or other accrued paid leave will automatically be applied to their PDL unless the employee requests, in writing, not to have their other leave balances applied. For an employee who is regularly scheduled to work less than the normal full-time work week for the classification, usage of accrued paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the PDL.

PDL runs concurrently with approved leave under the federal Family and Medical Leave Act (FMLA), if eligible. Reinstatement of an employee returning from PDL or other job-protected leave shall be to the same classification the employee occupied when the leave was taken, and the Agency/Department Head shall make their best effort to return such employee to the same



geographical location, shift and where there is a specialization within a classification, to the same specialization. The determination on whether the Agency/Department Head has used their best effort herein shall not be subject to the grievance procedure.

## 12.K. CHILD BONDING LEAVE.

1. **Child Bonding Leave Under California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA):** An employee who is a new parent (birth, adoptive or foster placement) is entitled to an unpaid, job-protected leave of absence to bond with a new child up to 12-weeks, within one (1) year of the qualifying event, in accordance with CFRA and FMLA. Child bonding leave taken under CFRA runs concurrently with approved leave under FMLA, if eligible. The scheduling of child bonding leave (either on CFRA or FMLA) on an intermittent basis shall be a basic minimum duration of two (2) weeks; however, an employee shall be permitted leave of less than two (2) weeks' duration on any two (2) occasions. Any requests for additional occasions of intermittent leave or a reduced work schedule are subject to approval by the employee's Agency/Department Head as allowed by law.
2. **Additional County Child Bonding Leave Not Covered by CFRA/FMLA:** An employee may be eligible to take up to a total of 26-weeks of leave inclusive of time under FEHA PDL and Child Bonding Leave under CFRA/FMLA; however, any additional leave taken up to the maximum 26-weeks of total leave that is not covered under FEHA PDL or CFRA/FMLA may be taken utilizing the employee's own leave balances or will be considered authorized leave without pay and subject to subsection 12.L. (Effects of Leave Without Pay). If an employee's combined leave under FEHA PDL and CFRA/FMLA is 26-weeks or more, the employee shall not be eligible for Additional County Child Bonding Leave under this subsection.
3. **Application of Employee Accrued Leave During Child Bonding:** An employee's accrued vacation leave, compensatory time off or other accrued paid leave will automatically be supplemented during the period of child bonding leave referenced in subsections 12.K.1. (Child Bonding Leave Under CFRA/FMLA) and 12.K.2. (Additional County Child Bonding Leave Not Covered by CFRA/FMLA), unless the employee requests, in writing, not to have their other leave balances applied. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave.  
  
Effective February 16, 2025, an employee's accrued sick leave shall be included in the leaves automatically supplemented during the period of child bonding leave as referenced herein and subsection 12.K.4. (Use of Sick Leave During Child Bonding) shall no longer apply.
4. **Use of Sick Leave During Child Bonding:** The use of sick leave during child bonding leave shall not be permitted unless they are otherwise eligible to use it as provided in Section 14. (Sick Leave).
5. **Reinstatement Following Child Bonding Leave:** Reinstatement of an employee returning from child bonding leave or other approved leave referenced herein shall be to the same classification the employee occupied when the leave was taken and the Agency/Department Head shall make their best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. The determination on whether the Agency/Department Head has made their best effort herein, shall not be subject to the grievance procedure.

**12.L. EFFECT OF LEAVE WITHOUT PAY.** No benefits or time credit, such as sick leave or vacation leave, shall be earned during the period when an employee is absent on leave without pay, except as required by law or otherwise specified herein this MOU.

**12.M. BEREAVEMENT LEAVE.** A regularly scheduled employee shall be granted up to five (5) days of leave of absence with pay by the Agency/Department Head because of death in the immediate family. Employees requesting bereavement leave must complete such leave within three (3) months of the date of death of the immediate family member. If requested, at the discretion of the Agency/Department Head or their designee, employees shall complete the County’s Bereavement Leave Statement Form within 30-days of the start of the bereavement leave.

For the purpose of this subsection 12.M. (Bereavement Leave), “immediate family” means a:

- Spouse or domestic partner as defined in Appendix B (Domestic Partner Defined);
- Parent (biological, step-, in-law, foster);
- Child (biological, adopted, foster, step-, legal ward, or child of a Domestic Partner);
- Grandparent;
- Grandchild;
- Sibling; or
- Any other person sharing the relationship of in loco parentis; and,
- When living in the household of the employee, a sibling-in-law.

Entitlement to leave of absence under this subsection 12.M. (Bereavement Leave) shall be only for all hours the employee would have been scheduled to work for those days granted and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

**12.N. LEAVE FOR REPRODUCTIVE LOSS.** Effective January 1, 2024, after 30-days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of twenty (20) days within a 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays. The leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date of the event entitling the employee to such leave. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave is in addition to any other such leave entitlements must be completed within three (3) months of the end date of the other leave.

For purposes of this subsection 12.N. (Leave for Reproductive Loss), “a reproductive loss” is defined as:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

To request such leave, employees must complete and submit the “Request for Leave for Reproductive Loss” form to their Agency/Departmental Human Resources Officer/Representative.

**SECTION 13. VACATION LEAVE**

Employees in the service of the County shall accrue vacation as specified below. Vacation pay shall be

granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue vacation leave accordingly. Vacation accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification.

**13.A. VACATION ACCRUAL**

1. All employees covered by this MOU shall accrue vacation leave as follows:
  - a. **Two weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
  - b. **Three weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
  - c. **Four weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
  - d. **Five weeks accrual** - Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

**13.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.** Employees who leave County service for any reason shall be paid at the respective biweekly or hourly rate for unused vacation hours accrued to the date of their separation.

**13.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.** For all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum balance and shall not recommence until the employee’s vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels below their maximum balance, Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

The maximum balance for each accrual rate shall be as follows:

Vacation Accrual Rate years of service	Vacation Accrual Rate	Maximum Pay Period Balance
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

- 13.D. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.
- 13.E. MAXIMUM VACATION LEAVE.** Employees shall be allowed to take two (2) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. Employees, with the permission of the Agency/Department Head may take vacation in excess of take two (2) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.
- 13.F. DEFINITION.** For the purpose of this Section, “working day” shall mean any day upon which an employee would normally be required to work.
- 13.G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section, provided further, that for purposes of qualifying for 15, 20, or 25-working days’ vacation leave, where employees have been employed by the County without interruption for the past ten (10) years, all service of such employees shall be deemed to have been continuous.
- 13.H. WHEN VACATION MAY BE TAKEN.** Vacation leave may be granted up to a maximum of eighty (80) hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

Vacations will be scheduled by mutual agreement between the Agency/Department Head, or their designee, and the employee. Effective January 19, 2025, vacation requests submitted outside of an established Agency/Department vacation scheduling or bid process requiring specific response times shall receive a response within 20-calendar days or such requested vacation shall be considered approved.

- 1. Vacation Request Conflicts.** Effective January 19, 2025, conflicting vacation requests that are submitted or due on the same date among employees in a scheduling unit will be resolved in favor of the employee with the most countywide seniority. The first such conflict during the scheduled vacation year will be resolved in favor of the employee with the most countywide seniority. Subsequent conflicts will be resolved in favor of the employee with the most countywide seniority, who has not previously had such a conflict resolved in the employee’s favor during that scheduled vacation year (calendar year).

- 13.I. PERSONAL LEAVE.** Employees shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave. Effective the pay period containing January 1, 2025, employees shall be allowed three (3) days in any calendar year from their regular vacation allowance, vacation purchase or compensatory time off for personal leave.

The Agency/Department Head or their designee shall not deny a request for this leave except for reasons critical to the operation of the Agency/Department.

- 13.J. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A (Classification and Salary Listing by Bargaining Unit)

which such employee would have been entitled to receive, including premium pay, while in active service during such vacation period.

**13.K. VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner (Ref. Appendix B – Domestic Partners) per each event of maternity, paternity, and adoption. Effective February 16, 2025, such vacation transfer allowed under this subsection shall be increased to ten (10) days.

**13.L. CONTINUATION OF SECTION.** Subsection 13.C. (Limitation on Unused Leave Balances) shall remain in full force and effect notwithstanding the expiration of the other Sections of this MOU, as provided in Section 31. (Scope and Term of Agreement), and unless otherwise agreed to by the County, shall be incorporated into the successor MOU.

**13.M. VACATION PURCHASE PLAN.**

1. Only those full-time employees who have completed less than 104 full-time biweekly pay periods (4-years) of continuous employment and accruing vacation at the two (2) weeks per year rate, and subject to this MOU, may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
  - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
  - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year's vacation purchase payments are not complete.
  - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third (3<sup>rd</sup>) pay period prior to the start of Open Enrollment.
  - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
  - e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
  - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.

- g. In the event that participating employees move between 40-hour per week positions and 37.5-hour per week positions, they shall carry over their purchased vacation balance in the same number of days and fractions of days.
- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
  - i. The County shall cease deduction and no additional days will be allowed for purchase.
  - ii. The County shall reduce the purchased vacation balance by the amount that the employee has not yet paid.
  - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
  - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 13.M.1.h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay period of the following year.
  - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
- i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.

- 2. An employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

**13.N. VACATION SELLBACK.** Employees in classifications represented by ACMEA may receive equivalent cash payment for up to fifteen (15) vacation days per fiscal year through the term of the 2023 – 2027 MOU. This benefit shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work. In lieu of, or in addition to the foregoing, employees may have accrued vacation leave credited against their transition pay obligation to the County.

In addition, employees may sell up to ten (10) additional days (prorated for part-time employees) to be used solely for the purchase of Voluntary Disability Insurance as provided in subsection 19.B. (Voluntary Disability Insurance).

**SECTION 14. SICK LEAVE.**

**14.A. SICK LEAVE DEFINED.** As used in this Section 14. (Sick Leave), “sick leave” means leave of absence of an employee for illness or injury that renders the employee incapable of performing assigned work or duties for the County, routine medical/dental appointments, exposure to contagious disease, and to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves when the employee is a victim of domestic violence, sexual assault, stalking, or other crimes that cause physical or mental injury or involving a threat of physical injury, or when the employee’s immediate family member is deceased as a direct result of a crime.

Effective February 16, 2025, employees shall be eligible to use, in each calendar year, up to one (1) day of accumulated sick leave for wellness reasons (preventative reasons to reduce stress, manage mental health, and rejuvenate).

**14.B. EMPLOYEE DEFINED.** As used in this Section 14. (Sick Leave), “employee” means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this MOU.

**14.C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** Except for safety members who are subject to the provisions of California Labor Code Section 4850, if employees are incapacitated by sickness or injury received in the course of their employment by the County, such employees shall be entitled to pay as provided herein.

**1. Amount and Duration of Payment:**

a. Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth (4<sup>th</sup>) calendar day of the incapacity. The supplement shall be equal to the difference between eighty percent (80%) of the employee’s normal salary and the amount of any Workers’ Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one (1) calendar year from the date of sickness or injury resulting in the incapacity. Following one (1) calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of eighty percent (80%) of salary (the amount of sick leave necessary for this purpose is computed in each case by the County Auditor-Controller’s Office) unless the employee provides written notice to the Agency/Department Head to limit the integration of such leaves. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds twenty-one (21) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one hundred percent (100%) of the employee’s normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed twenty-one (21) calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three (3) work days of such incapacity.

b. Effective for injuries that occur on or after June 14, 2009, such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4<sup>th</sup>) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of the employee’s normal salary and the amount of any Workers’ Compensation temporary disability payments to which such

employee is entitled during such disability. This period shall not exceed two hundred seventy (270) calendar days from the date of sickness or injury resulting in the incapacity. Following two hundred seventy (270) calendar days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than seventy-five percent (75%) of the normal salary received. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one hundred percent (100%) of the employee's normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three (3) work days of such incapacity.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 14.C.1. (Amendment and Duration of Payment) to an employee:
  - a. Who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;
  - b. Whose injury or illness has become permanent;
  - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in the employee's position;
  - d. Who is retired on permanent disability, or pension;
  - e. Who unreasonably refuses to accept other County employment that they are not substantially disabled;
  - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;
  - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and,
  - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to that they are entitled under this MOU at one hundred percent (100%) of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment.** Effective January 1, 1996, employees with an approved Workers' Compensation claim who have returned to work and are required by their physician



to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive industrial leave with pay under the following conditions for all claims:

- a. Treatments are being paid under Workers' Compensation.
- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours.
- c. Leave for medical treatment shall be granted for up to six (6) months from the date of injury. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

**14.D. CUMULATIVE SICK LEAVE PLAN.**

1. **Accumulation of Sick Leave for Full-Time Employees.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half ( $\frac{1}{2}$ ) workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.
2. **Accumulation of Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work **less than the full-time** 40-hour work week base shall accrue sick leave pursuant to subsection 14.D.1. (Accumulation of Sick Leave for Full-Time Employees) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40-hour work week base.

**14.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 14.D. (Cumulative Sick Leave Plan), restored to him/her for use as provided in this section.

An employee, as defined in subsection 14.B. (Employee Defined), who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

**14.F. DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE.** The Agency/Department Head, in their sole discretion, may grant an employee discretionary major medical supplemental paid sick leave. The Agency/Department Head's determination to deny major medical supplemental sick leave shall be final and non-grievable.

1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975, through September 2, 1979.
2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay

periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.

**3. Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:

- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 14.E. (Restoration of Cumulative Sick Leave Balances) hereof, including sick leave bonuses;
- b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work;
- c. the injury or illness was not incurred in the course of employment; and
- d. the employee has not incurred a break in service subsequent to June 24, 1979.

**14.G. MEDICAL REPORT.** The Agency/Department Head as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Agency/Department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or the employee's family member.

**14.H. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of ACERA and who retire shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement.

**14.I. FAMILY SICK LEAVE.** Employees, as defined in subsection 14.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of their child(ren) when the employee is a victim of domestic violence, sexual assault, stalking or other crimes that cause physical or mental injury or involving a threat of physical injury, or when the employee's immediate family member is deceased as a direct result of a crime. Effective February 16, 2025, the number of family sick leave days allowed under this subsection shall be increased to twelve (12) days.

For the purpose of this subsection "immediate family" means a:

- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Parent (biological, adoptive, foster, stepparent, in-law, or legal guardian) of an employee, the employee's spouse or domestic partner
- Child (biological, adopted, foster, stepchild, legal ward, or child of domestic partner);
- Grandparent;
- Grandchild;
- Sibling; or
- Any other person sharing the relationship of in loco parentis.

Effective January 1, 2023, an "immediate family" member also includes a "designated person", defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees shall identify their "designated person" at the time the leave is requested and are limited to one (1) "designated person" per 12-month period.

1. **Employees Approved for Leave Under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA).** Effective February 16, 2025, an employee who is approved for leave under FMLA or CFRA to care for an eligible family member with a serious medical condition shall not be limited to usage of the number of sick leave days as outlined in this subsection 14.I. (Family Sick Leave).

**14.J. SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof that an employee would have been regularly scheduled to work and would have worked but for the sick leave.

**SECTION 15. WAGES**

**15.A. SALARY INCREASES.**

1. Effective November 24, 2024, salaries for all represented classes shall be increased by six percent (6%).
2. Effective December 22, 2024, salaries for all represented classes shall be increased by five percent (5%).
3. Effective December 21, 2025, salaries for all represented classes shall be increased by four percent (4%).
4. Effective December 20, 2026, salaries for all represented classes shall be increased by four percent (4%).

**15.B. SPECIAL ADJUSTMENTS.** In addition to the general base wage increase, the following classifications will receive a special salary adjustment effective February 16, 2025 as follows:

Job Code	Classification	Unit	Special Adjustment
0460	Departmental Human Resources Officer	R50	7.39%
0470	Employee Health Services Admin	R50	9.54%

**15.C. ONE-TIME PAYMENT.** Employees covered by this MOU who are in paid status effective February 16, 2025, shall receive a one-time payment of four thousand dollars (\$4,000). This amount shall be prorated for employees who work less than full-time, based upon the hours the employee is regularly scheduled to work.

**15.D. SALARY ADMINISTRATION CRITERIA FOR CLASSIFICATIONS WITH DEEP SALARY RANGES.** Effective as soon as administratively feasible following the implementation of the “Classifications with Deep Salary Ranges” Sideletter of Agreement, employees who are in classifications with a deep salary range (salary schedule outlined in the County’s Salary Ordinance consisting of only a minimum and maximum salary rate listed in Step 1 and 5, respectively) shall be placed and advance within the salary range based on the following criteria:

1. **Initial Appointment.** New hires, including rehires, may be placed at any established salary level for the classification at the request of the Agency/Department Head, in accordance with existing criteria and authorized by the Director of Human Resource Services.
2. **Merit Increases.** Employees whose salary rate is within the bottom ten percent (10%) of the salary range shall receive a merit increase of approximately five percent (5%) after the

completion of thirteen (13) full biweekly pay periods of continuous full-time service in the classification. Employees whose salary rate is at or above ten percent (10%) from the bottom of the salary range shall receive a merit increase of approximately five percent (5%) after the completion of twenty-six (26) full biweekly pay periods of continuous full-time service in the classification, until said employees reach the maximum of the salary range. Employees' merit increases referenced in this subsection may be withheld in accordance with subsection 15.D.4. (Withhold Merit Increases) below.

3. **Special Merit Increases.** Upon recommendation by the Agency/Department Head and approval by the Director of Human Resource Services, employees may receive special merit increases in increments of approximately five percent (5%) placing the employee at the next established salary level, at any time interval, if they are high-performing and meet specific performance criteria.
4. **Withhold Merit Increases.** Upon recommendation by the Agency/Department Head and approval by the Director of Human Resource Services, employees' merit increases as provided in subsection 15.D.2. (Merit Increases) may be withheld based on documented substandard performance.

**15.E. SALARY COMPACTION REVIEW.** Beginning July 1, 2025, and each July 1 thereafter through the term of the agreement, the County will conduct a compaction study of ACMEA-represented supervisory classifications to determine if there is salary compaction of less than an eight percent (8%) between the appropriate subordinate-level classification(s). The County will make every effort to complete the compaction study within sixty (60) days. If the County identifies any ACMEA-represented supervisory classifications that have less than an eight percent (8%) salary differential with the appropriate subordinate-level classifications, the salaries of said ACMEA-represented classifications will receive the appropriate percentage adjustment to maintain the difference from the top-step base salary to the top step base salary following adoption by the Board of Supervisors. The County will provide ACMEA with the salary adjustment recommendations, and thereafter will present such recommendations to the Board of Supervisors as soon as administratively possible. Implementation is subject to the approval by the Board of Supervisors.

**15.F. ACERA CONTRIBUTIONS.** The County contribution, or employer paid member contribution ("EPMC"), set forth in subsection 15.F.1. (Tier 2A Members) shall be for full-time employees on full-time paid status. If the employee is on a paid status less than full-time, the County contribution shall be prorated each pay period based upon pensionable earnings within that biweekly pay period to the normal full-time biweekly pay period for the job classification.

1. **Tier 2A Members.** Effective December 22, 2002, for those employees who are Tier 2A members the County shall contribute toward the employee contribution to ACERA in an amount equal to three percent (3%) of the employee's salary.
2. **Contribution to 401(A) Plan.** Effective December 22, 2002, for those current employees who are 30-year members of the ACERA, and do not make contributions to the ACERA because they are 30-year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401A plan pursuant to IRC 414 (h)(2) established by the County.
3. **Tier 4 Members.** Employees who are Tier 4 members of ACERA are excluded from the provisions of this subsection 15.F.1. (Tier 2A Members), above.

- 15.G. ZONE 7.** The job classifications unique to the Alameda County Flood Control and Water Conservation District, Zone 7 listed in Appendix C (Zone 7 Classifications) are excluded from the provisions of subsections 15.A-E.

## **SECTION 16. GRIEVANCE PROCEDURE**

- 16.A. DEFINITION.** A grievance under this MOU is limited to only those instances where an employee or group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, by written Agency/Departmental rules, or in the annual Salary Ordinance provision that is directly relevant to the grievance or grievant, and provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.
- 16.B. EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- 16.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.

1. **Step One:** Employees having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with their supervisor.
2. **Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employees shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of subsection 16.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their immediate supervisor within ten (10) working days of the date of such informal discussion.

Within ten (10) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have ten (10) working days after receipt of the answer to file an appeal to the section head.

3. **Step Three:** The section head, or corresponding administrative level, shall have ten (10) working days to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or the employee's representative shall have ten (10) working days from receipt of the answer to file an appeal with the division head, or corresponding administrative level.
4. **Step Four:** The division head, or corresponding administrative level, shall have ten (10) working days to review and answer the grievance in writing. Although no hearing is required at this step, the employee and the employee's representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have ten (10) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
5. **Step Five:** The Agency/Department Head shall have fifteen (15) working days after holding the grievance hearing for a grievance filed by an individual and twenty (20) working days after holding the grievance hearing of an ACMEA grievance filed pursuant to this section to answer

the grievance in writing. Unless waived by the mutual agreement of the employee or the employee's representative and the Agency/Department Head, a hearing is required at this step, and the employee, and the employee's representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or the employee's representative.

- 16.D. ASSOCIATION GRIEVANCE.** ACMEA may in its own name file a grievance alleging that the County has failed to provide it some organizational right that is established by this MOU, provided that such right is not made subject to the discretion of the County. Such ACMEA grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.
- 16.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, ACMEA and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those in which such levels of management are without authority to resolve the grievance as requested by the employee.
- 16.F. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or the employee's representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or the employee's designee, shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services, or designee, shall have twenty (20) working days to review and seek adjustment of the grievance.
- 16.G. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the informal review hearing of subsection 16.F. (Informal Review by Director) herein, the grievant or the employee's representative may, within thirty (30) days after receipt of the decision of the Director of Human Resource Services, or designee, pursuant to said subsection 16.F. (Informal Review by Director), request that the grievance be heard by an arbitrator.
- 16.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or the employee's representative. If the Director of Human Resource Services and the employee or the employee's representative is unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services and the employee or the employee's representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 16.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the Parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the Parties. The arbitrator shall not have the power to amend this MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written Agency/Departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful.

- 16.J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half ( $\frac{1}{2}$ ) by the County and one-half ( $\frac{1}{2}$ ) by the grievant.
- 16.K. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- 16.L. LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide a condition of employment. This 60-day filing requirement is tolled only in the following applications:
1. To up to sixty (60) days after the County's alleged failure was reasonably discoverable; or
  2. Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to the employee's detriment.

An arbitrator shall have no power or jurisdiction to award any monetary damages or relief for any claim that is stale, as set forth herein.

- 16.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection 16.L. (Limitation of Stale Grievance) above, in no event shall any grievance include a claim for money relief for more than a 60-day period. The application of this period shall be as follows. The earlier of:
1. The 60-day period is limited to that which immediately precedes the filing of the grievance; or
  2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 16.L. (Limitation of Stale Grievances) in 16.L.1. and 16.L.2. above.

This provision does not establish any limit for liability accruing after a grievance is filed. An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the 60-day period as set forth herein.

- 16.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section 16. (Grievance Procedure), the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, ACMEA shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.
- 16.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 16.D. (Association Grievance) and 16.E. (Waiver of Appeal Steps) hereof, that the grievance is filed no later

than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

## **SECTION 17. PROVISIONS FOR UNCLASSIFIED EMPLOYEES IN THE DISTRICT ATTORNEY'S OFFICE**

**17.A. PROBATIONARY PERIOD.** Effective February 16, 2025, unclassified employees employed by the District Attorney's Office covered by this MOU shall serve a probationary period as outlined hereunder.

1. **DEFINED.** The probationary period shall be regarded as an integral part of the hiring process. It shall be utilized for the effective adjustment of the probationer, for close observation of the probationer's performance, and for termination, if such performance does not meet the work standards for the classification or if the probationer's conduct, moral responsibility, or integrity is found to be unsatisfactory.
2. **APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD.** The following types of appointments are subject to satisfactory completion of a probationary period: Regular and promotional appointments; Services-as-Needed; reinstatement appointments following resignations; and transfer or voluntary demotion appointments of probationers.
3. **EXCLUSION OF LIMITED TERM APPOINTMENTS.** Time served in a temporary, provisional, or emergency appointment shall not be credited toward the completion of any period of probation.
4. **WHEN PROBATIONARY PERIOD NOT REQUIRED.** A new probationary period is not required for voluntary demotion appointments of employees who completed the probationary period in the classification from which they are taking a demotion.
5. **LENGTH.** Original and promotional appointments shall be tentative and subject to a probationary period of 12-months (minimum of 2,080 hours) of actual work, exclusive of all leave and light duty and shall be completed within a 24-month period.
6. **PROBATIONARY PERIOD AND MILITARY LEAVE.** Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of 12-months following their return to County service. No provision of this subsection shall be interpreted to preclude the County from establishing a new classification covered by this MOU that may require a probationary period of more than 12-months.
7. **EXCLUSION.** Employees hired or rehired on or before 12-months prior to February 16, 2025, shall be subject to the requirements of subsection 17.A. (Probationary Period) until such time as the employees have worked the length of time as provided in subsection 17.A.5. (Length) for their classification.
8. **STATUS UPON COMPLETION OF PROBATIONARY PERIOD.** An employee who satisfactorily completes the period of probation for the classification to which the employee was regularly appointed, shall be eligible for just cause as outlined in subsection 17.B.



(Discipline Procedures) if charged with disciplinary action involving suspension, demotion or termination of employment.

9. **REJECTION.** During the probationary period, an employee may be rejected at any time without right of appeal or hearing in any manner. An employee rejected from a classification to which the employee has been promoted may be reinstated to the position from which the employee was promoted and had previously completed their probationary period.

**17.B. DISCIPLINE PROCEDURES.** Effective February 16, 2025, unclassified employees employed by the District Attorney's Office covered by this MOU shall be afforded the procedure established hereunder in subsection 17.B. (Discipline Procedures) for disciplinary action(s) involving suspension, demotion, or termination of employment.

1. **GENERAL PROVISION AND ELIGIBILITY.** Employees who have successfully completed their probationary period in their existing classification as outlined in subsection 17.A. (Probationary Period) covered by this MOU may be suspended, demoted, or terminated for just cause as provided below.
2. **SUSPENSION OF MANAGEMENT EMPLOYEES.** Employees exempt from the overtime provisions of the Fair Labor Standards Act may be suspended without pay due to the imposition of discipline, in increments of one (1) or more full days.
3. **CAUSES.** Each of the following may constitute a cause or reason for disciplinary action, but such action shall not be restricted to the particular causes listed:
  - a) Fraud in securing the appointment.
  - b) Unfitness for the position.
  - c) Inefficiency.
  - d) Neglect of duty.
  - e) Drunkenness on the job.
  - f) Addiction to the use of narcotics or habit-forming drugs.
  - g) Willful disobedience.
  - h) Insubordination.
  - i) Inexcusable absence without leave.
  - j) Discourteous treatment of the general public or fellow employees.
  - k) Forbidden political activity.
  - l) Willful misuse of public property.
  - m) Immorality.
  - n) Dishonesty.
  - o) Conviction of a felony.
  - p) Any failure of good behavior or acts either during or outside of office hours which are
  - q) incompatible with or inimical to the public service.
  - r) Engaging in business or accepting outside employment, while an employee of Alameda County, which gives rise to a conflict of interest.
4. **REPRESENTATION.** Any employee facing formal disciplinary action shall have the right to be represented, at the employee's own expense by an attorney, labor representative or other person selected by the employee.
5. **WRITTEN NOTICE OF INTENT.** A written Notice of Intent ("NOI"), stating the reasons for the proposed disciplinary action, shall be provided to any employee subject to suspension, demotion, or termination of employment. The NOI shall inform the employee of the right to

deny the allegations by providing a written or oral response to the District Attorney within ten (10) working days from the date of service of the NOI to the employee.

6. **WRITTEN DECISION.** The District Attorney shall consider the written or oral response to the allegations in the NOI, if submitted, and issue a decision. The decision of the District Attorney shall be final unless appealed as provided in subsection 17.B.7. (Appeal) below.
7. **APPEAL.** The employee suspended, demoted, or terminated, may, within ten (10) working days after receipt of the decision pursuant to subsection 17.B.6. (Written Decision), appeal said Written Decision to an impartial hearing officer as provided in subsection 17.B.8. (Impartial Hearing) by notifying the District Attorney in writing, with a copy to the Director, Human Resource Services or their designee.
8. **IMPARTIAL HEARING.** Unless the parties otherwise agree, the appeal shall consist of a proceeding conducted by an Administrative Law Judge ("ALJ") with the California Department of General Services, Office of Administrative Hearings ("OAH"). The County and the employee or the employee's representative retain the right to one (1) peremptory challenge of the assigned ALJ. The ALJ may hear testimony, receive closing briefs post-hearing, and shall render a decision to the parties which will end the formal disciplinary appeal process. ALJ decisions on matters properly before them that pertain to disciplinary actions involving the suspension, demotion, or termination of employment of an employee shall be final and binding on both parties.

The OAH fees and related expenses shall be shared equally by the employee (or the employee's representative) and the County. Each party, however, shall bear the cost of its own presentations including preparation and post-hearing briefs, if any.

9. **INDEMNIFICATION AND DEFENSE.** ACMEA will defend, indemnify, and hold harmless the County of Alameda, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including reasonable attorneys' fees actually and necessarily incurred, arising out of any claim or cause of action brought or filed during the term of this MOU to the extent said claim or cause of action seeks to void subsection 17.B. (Discipline Procedures), or any part thereof, so long as subsection 17.B. (Discipline Procedures) remains in effect. ACMEA's responsibility under this provision shall extend only to claims or causes of action seeking to void subsection 17.B. (Discipline Procedures).

## **SECTION 18. MILEAGE**

- 18.A. **MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.
- 18.B. **MINIMUM ALLOWANCE.** An employee who is required by the Agency/Department Head to use his private automobile at least eight (8) days in any month on County business shall not receive less than ten dollars (\$10) in that month for the use of his automobile.
- 18.C. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage

from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County up to the employee's own insurance deductible, but not to exceed five hundred dollars (\$500). Such costs shall be paid provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (e.g., appropriate police report or estimated statement of loss) to the Agency/Department Head within thirty (30) days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this subsection 18.C. (Reimbursement for Property Damage), but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

## **SECTION 19. STATE DISABILITY, VOLUNTARY DISABILITY, AND LIFE INSURANCE**

**19.A. STATE DISABILITY INSURANCE.** The County shall continue to participate under the State Disability Insurance (SDI) Program.

1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.
2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.** An employee otherwise eligible for disability insurance benefits shall have the choice of:
  - a. not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensatory time off, floating holiday, or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, or
  - b. applying for disability insurance benefits and using accrued paid sick leave, and, with the consent of the Agency/Department Head, vacation leave, compensatory time off, floating holiday, or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (80). The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, or floating holiday balances shall be charged only for the hours (to the nearest one-tenth [ $1/10^{\text{th}}$ ] of an hour), represented by the amount paid as such supplement.
3. **Amount of Supplement.** The amount of the supplement provided in subsection 19.A.2.b. hereof, for any hour of any normal workday, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including premium pay and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (80).
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off or floating holiday balances to the normal pay period.

- 5. Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 8. (Health and Welfare), employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

The group health care providers will permit employees, who are dropped from health or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, or floating holiday balances, to re-enter the group plans upon returning to full-time work.

- 6. Holidays in Conjunction with SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, the holiday shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, or floating holiday balances on the day before and the day after the holiday.

**19.B VOLUNTARY DISABILITY INSURANCE.** Coverage for County-sponsored voluntary disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (subsection 13.N. (Vacation Sellback)) or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

**19.C. LIFE INSURANCE.** Employees shall be provided, at County expense, group term life insurance in the amount of twenty-five thousand dollars (\$25,000), with said coverage being reduced by thirty-five percent (35%) at the age of sixty-five (65). This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.

## **SECTION 20. CATASTROPHIC SICK LEAVE PROGRAM**

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if the employee or employee's eligible family member (based on FMLA or CFRA eligibility) has suffered a catastrophic illness or injury that prevents the employee from being able to work or from being able to work their regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment, or a long-term disability. Employees who are caring for their dependent, spouse, or designated person (in accordance with FMLA or CFRA eligibility) shall only be eligible for direct donations and are not eligible for funds from the existing catastrophic sick leave pool.

### **20.A. ELIGIBILITY:**

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments of four (4) hours for full-time employees and in increments of two (2) hours for less than full-time employees. Employees may donate unlimited amounts of time, up to the full amount of their eligible leave balance. All donations are irrevocable.
6. The donor employee may donate vacation, compensatory time, or in lieu holiday time. The donated leave shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County Human Resource Services' Employee Benefits Center's (EBC) sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed one hundred percent (100%) of the employee's gross salary.

## **SECTION 21. PROFESSIONAL INCENTIVE POOL**

Eligible employees may submit a request for an educational plan for reimbursement under the Professional Incentive Pool, to their respective Agency/Department Head, to engage in job-related educational courses that shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities. Upon approval of the Agency/Department Head of any eligible plan submitted by an employee, and subsequent approval and processing by the Auditor-Controller's Office, the County shall pay up to seven hundred dollars (\$700) per employee per FY upon submission of evidence of successful completion of the course. More than one educational plan may be approved in any FY, but in no event shall the stipend exceed seven hundred dollars (\$700) per employee, per FY. Effective February 16, 2025, the County shall pay up to one thousand five hundred dollars (\$1,500) per employee per FY. The maximum County liability under this section shall not exceed seventy-five thousand dollars (\$75,000) in any FY; except as herein provided. The Parties agree that the remaining

pool shall not roll over year to year. Employees shall receive such stipends on a first-come, first-served basis each FY.

Employees must submit their request on the appropriate request form provided by the Auditor-Controller's Office. Requests submitted within the FY will be allotted towards the maximum amount per employee, for that FY, as well as the total maximum County liability, for that FY. Claims for eligible expenses incurred in the prior FY must be submitted to the Auditor-Controller's Office for receipt no later than August 1. After August 1 of each FY, the Professional Incentive Pool for the prior FY will be closed and claims will no longer be accepted.

## **SECTION 22. EQUAL EMPLOYMENT OPPORTUNITY**

Both the County and ACMEA hereby recognize and confirm their mutual commitment to the County's Discrimination, Harassment, and Retaliation Prevention Policy.

## **SECTION 23. HEALTH AND SAFETY**

It is the County's responsibility to maintain a safe and healthy work environment. The County will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health (Cal/OSHA) and in compliance with the Occupational Safety and Health Act and other applicable safety and health regulations.

**23.A. AGENCY/DEPARTMENT OR OFFICE SAFETY COMMITTEES.** Each agency/department with an existing Agency/Department or office safety committee shall include one (1) ACMEA-designated representative to attend the scheduled safety committee meetings. If an Agency/Department does not have an existing formal safety committee, ACMEA shall have the right to participate in any other formal or informal arrangement relating to safety as may currently be in effect for said Agency/Department. Once notified by the Agency/Department regarding the scheduled safety committee, the ACMEA Business Representative, ACMEA President, or their designee shall identify the ACMEA-designated representative who will attend the Agency/Department safety committee meetings.

**23.B. PREVENTATIVE ERGONOMIC EVALUATIONS.** If requested, employees are eligible for a virtual preventative ergonomic evaluation at their assigned County workstation once every five (5) years. Ergonomic evaluations are coordinated by the County's Risk Management Unit, the assigned ergonomic evaluator, the Agency/Department and the employee, at mutually convenient times with due consideration to the workflow and operational needs of the respective Agency/Department. The Agency/Department will provide necessary and reasonable ergonomic equipment or modifications based on feasible recommendations from the ergonomic evaluator.

## **SECTION 24. EMPLOYEE-INITIATED RECLASSIFICATION REQUESTS**

**24.A. EMPLOYEE-INITIATED RECLASSIFICATION REQUESTS.** An employee who believes they are performing higher-level duties outside of their current classification may complete and submit an Employee-Initiated Reclassification Request Position Description Questionnaire ("Employee-Initiated PDQ") provided they meet the eligibility criteria as outlined in the Employee-Initiated PDQ. The employee must submit their properly completed Employee-Initiated PDQ to their immediate supervisor with a copy to their Agency/Departmental Human Resources ("HR") Representative to

initiate the employee reclassification request process in accordance with the procedures outlined in the Employee-Initiated PDQ.

- 24.B. DATA REQUEST.** Upon request, the County will provide ACMEA with a report detailing all studies requested and conducted for employees in classifications represented by ACMEA.

**SECTION 25. ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM**

The parties agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented ACMEA classifications in the event of:

1. A child's illness which precludes the use of the employee's regular child care arrangement

**Or**

2. An unanticipated, temporary interruption of an employee's regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations that would otherwise require expenditures over and above employee's regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will begin on July 1, 1997, and will continue each fiscal year (FY). The maximum County liability shall not exceed one thousand five hundred dollars (\$1,500) per fiscal year (FY), unless modified by mutual agreement. Effective July 1, 2024, the maximum County liability shall not exceed eleven-thousand two-hundred and fifty dollars (\$11,250.00) per fiscal year (FY). Underutilization of any FY's budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

**EMPLOYEE ELIGIBILITY:**

To be eligible to participate in the program, an employee must:

1. Be in an ACMEA represented classification;
2. Need job related child care for at least one child 0-17 years of age; and
3. Understand that the child care reimbursements will be reported as income to the IRS and State Franchise Tax Board.

**REIMBURSEMENTS:**

Eligible employees shall be:

1. Reimbursed on a first-come, first-serve basis to a maximum of three hundred fifty dollars (\$350) per employee, per fiscal year. Effective July 1, 2024, reimbursed on a first come, first serve basis to a maximum of seven hundred fifty dollars (\$750) per employee, per fiscal year.
2. Reimbursed ninety percent (90%) at a maximum of eighty dollars (\$80) per day, not to exceed three hundred fifty dollars (\$350) maximum per employee per fiscal year. Effective July 1, 2024,

reimbursed 90% at a maximum of one hundred fifty dollars (\$150) per day, not to exceed seven hundred fifty dollars (\$750) maximum per employee per fiscal year.

**ENROLLMENT:**

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

1. Identify their regular and alternative child care arrangements. Childcare provided by a parent or legal guardian of the child, spouse or dependent of the employee are not eligible for reimbursement..
2. Complete forms prepared by the Auditor-Controller’s Office ([Form 110-43](#)). Forms must include the supervisor’s signature indicating that employee was at work on date alternative child care services were provided. The Supervisor has no other responsibilities or authority in regard to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check, credit card, digital, or cash receipt for each claim, to the Auditor-Controller’s Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

**SECTION 26. AGENCY/DEPARTMENT HEAD DEFINED**

“Agency/Department Head”, as used in this MOU, shall mean the Agency/ Department Head designee thereof.

**SECTION 27. EFFECT OF LEGALLY MANDATED CHANGES**

In the event that on or after the effective date of this MOU, State, Federal or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this MOU so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment become effective, but the Parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State, Federal or decisional mandate does not result in an overall increase or loss of benefits to employees in the area so affected.

**SECTION 28. NO STRIKE – NO LOCKOUT**

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned work station, during the life of this MOU. ACMEA agrees to assist the County in enforcing the provision of this Section 28 (No Strike – No Lockout).

**SECTION 29. SAVINGS CLAUSE**

If any provision of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.



**SECTION 30. ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and ACMEA for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance which shall incorporate this MOU by ordinance. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

**SECTION 31. SCOPE AND TERM OF AGREEMENT**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the Parties hereto regarding the provisions contained in this MOU. Neither Party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the Parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including July 3, 2027, except for Section 13. (Vacation Leave) which shall continue in full effect as provided in subsection 13.L. (Continuation of Section).

**SIGNATURE PAGE**

**FOR COUNTY OF ALAMEDA:**

DocuSigned by: Keith Fleming 12/23/2024  
 Keith Fleming, Chief Negotiator, IEDA Date

DocuSigned by: Michi Yoshii 12/26/2024  
 Michi Yoshii, Interim Labor Relations Manager Date

DocuSigned by: Amy Ho 12/23/2024  
 Amy Ho, Labor Relations Analyst Date

DocuSigned by: Angela Zhang 12/23/2024  
 Angela Zhang, Labor Relations Analyst Date

DocuSigned by: Stephanie Torres 12/23/2024  
 Stephanie Torres, Labor Relations Analyst Date

DocuSigned by: Sharon Moore 12/23/2024  
 Sharon Moore, Chief Departmental Human Resources ("HR") Administrator, SSA Date

DocuSigned by: Denise Robinson 12/23/2024  
 Denise Robinson, HR Consultant, SSA Date

DocuSigned by: Jet Chapman 12/26/2024  
 Jet Chapman, Chief Departmental HR Administrator, AC Health Date

Signed by: Cherrie Rondon 12/23/2024  
 Cherrie Rondon, AC Health HR Representative Date

DocuSigned by: Shelisa Jackson 12/23/2024  
 Shelisa Jackson, HR Manager Zone 7 Date

DocuSigned by: Margarita Zamora 12/23/2024  
 Margarita Zamora, Director Human Resource Services Date

**FOR ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION, CONFIDENTIAL UNIT:**

DocuSigned by: John Coburn 12/23/2024  
 John Coburn, Labor Relations Consultant Date

DocuSigned by: Fred Sahakian 12/26/2024  
 Fred Sahakian, ACMEA President Date

DocuSigned by: Shannon Chao 12/27/2024  
 Shannon Chao, ACMEA Director, Confidential Unit Date

DocuSigned by: Aishah Bashir 12/25/2024  
 Aishah Bashir, Negotiation Team Date

DocuSigned by: Erin Bermarr 12/23/2024  
 Erin Bermarr, Negotiation Team Date

DocuSigned by: Rhonda Giarretto 12/27/2024  
 Rhonda Giarretto, Negotiation Team Date

Signed by: Aileen Mendoza 12/27/2024  
 Aileen Mendoza, Negotiation Team Date

DocuSigned by: Carl Speaker 12/26/2024  
 Carl Speaker, Negotiation Team Date

Approved as to form  
 Donna R. Ziegler, County Counsel By:  
Kristy van Herick 12/30/24  
 Kristy van Herick, Assistant County Counsel Date

**APPENDIX A**  
**CLASSIFICATION AND SALARY LISTING BY BARGAINING UNIT**

Listed herein are all those Alameda County job classifications represented by the Alameda County Management Employees Association in Bargaining Unit R50. The salaries shown are established by the Alameda County Board of Supervisors and are effective on the dates shown.

**REPRESENTATION UNIT R50**

ITEM	MC	TITLE	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
1227	MA	<b>Admin Secretary</b>	12/25/2022	3080.00	3222.40	3358.40	3504.00	3667.20
			11/24/2024	3264.80	3416.00	3560.00	3714.40	3887.20
			12/22/2024	3428.00	3587.20	3738.40	3900.00	4081.60
			12/21/2025	3564.80	3730.40	3888.00	4056.00	4244.80
			12/20/2026	3707.20	3880.00	4043.20	4218.40	4414.40
0221	MA	<b>Admin Services Officer</b>	12/25/2022	3719.20				4975.20
			11/24/2024	3942.40				5273.60
			12/22/2024	4139.20				5537.60
			12/21/2025	4304.80				5759.20
			12/20/2026	4476.80				5989.60
1354	CA	<b>Admin Support Splist , ACERA</b>	12/25/2022	2620.00	2739.20	2860.00	2983.20	3120.80
			11/24/2024	2777.60	2903.20	3032.00	3162.40	3308.00
			12/22/2024	2916.80	3048.00	3184.00	3320.80	3473.60
			12/21/2025	3033.60	3169.60	3311.20	3453.60	3612.80
			12/20/2026	3155.20	3296.00	3444.00	3592.00	3757.60
0282	CA	<b>Benefits Analyst</b>	12/25/2022	3827.20				5586.40
			11/24/2024	4056.80				5921.60
			12/22/2024	4260.00				6217.60
			12/21/2025	4430.40				6466.40
			12/20/2026	4608.00				6724.80
0460	MA	<b>Departmental HR Officer</b>	12/25/2022	3249.60				4668.00
			11/24/2024	3444.80				4948.00
			12/22/2024	3616.80				5195.20
			02/16/2025	3884.00				5579.20
			12/21/2025	4039.20				5802.40
12/20/2026	4200.80				6034.40			
5681	EM	<b>Dir, Environmental Health</b>	12/25/2022	6577.60				8000.80
			11/24/2024	6972.00				8480.80
			12/22/2024	7320.80				8904.80

ITEM	MC	TITLE	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
			12/21/2025	7613.60				9260.80
			12/20/2026	7918.40				9631.20
<b>0486</b>	PA	<b>Diversity Programs Manager</b>						
			12/25/2022	5394.40				6884.00
			11/24/2024	5718.40				7296.80
			12/22/2024	6004.00				7661.60
			12/21/2025	6244.00				7968.00
			12/20/2026	6493.60				8286.40
<b>0470</b>	PA	<b>Employee Health Services Admin</b>						
			12/25/2022	3799.20				4860.00
			11/24/2024	4027.20				5152.00
			12/22/2024	4228.80				5409.60
			02/16/2025	4632.00				5925.60
			12/21/2025	4817.60				6162.40
			12/20/2026	5010.40				6408.80
<b>0291</b>	CA	<b>Human Resource Analyst</b>						
			12/25/2022	3960.00				5012.80
			11/24/2024	4197.60				5313.60
			12/22/2024	4407.20				5579.20
			12/21/2025	4583.20				5802.40
			12/20/2026	4766.40				6034.40
<b>0279</b>	CA	<b>Human Resources Analyst Trainee</b>						
			12/25/2022	2983.20				3628.80
			11/24/2024	3162.40				3846.40
			12/22/2024	3320.80				4038.40
			12/21/2025	3453.60				4200.00
			12/20/2026	3592.00				4368.00
<b>0277</b>	SM	<b>Human Resources Support Sup</b>						
			12/25/2022	2876.00				3850.40
			11/24/2024	3048.80				4081.60
			12/22/2024	3201.60				4285.60
			12/21/2025	3329.60				4456.80
			12/20/2026	3462.40				4635.20
<b>0278</b>	CA	<b>Human Resources Technician</b>						
			12/25/2022	2652.80				3222.40
			11/24/2024	2812.00				3416.00
			12/22/2024	2952.80				3587.20
			12/21/2025	3071.20				3730.40
			12/20/2026	3194.40				3880.00
<b>0273</b>	SM	<b>HR Exam and Cert Supervisor</b>						
			12/25/2022	3160.80				4235.20
			11/24/2024	3350.40				4489.60
			12/22/2024	3517.60				4714.40

ITEM	MC	TITLE	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
			12/21/2025	3658.40				4903.20
			12/20/2026	3804.80				5099.20
<b>4180</b>	SM	<b>Library Divsion Director</b>						
			12/25/2022	5047.20	5304.00	5576.00	5826.40	6124.80
			11/24/2024	5350.40	5622.40	5910.40	6176.00	6492.00
			12/22/2024	5617.60	5903.20	6205.60	6484.80	6816.80
			12/21/2025	5842.40	6139.20	6453.60	6744.00	7089.60
			12/20/2026	6076.00	6384.80	6712.00	7013.60	7372.80
<b>0464</b>	CA	<b>Med Lvs and Accm Srvs Tech</b>						
			12/25/2022	2652.80				3222.40
			11/24/2024	2812.00				3416.00
			12/22/2024	2952.80				3587.20
			12/21/2025	3071.20				3730.40
			12/20/2026	3194.40				3880.00
<b>0489</b>	PA	<b>Risk Analyst</b>						
			12/25/2022	3488.80				5343.20
			11/24/2024	3698.40				5664.00
			12/22/2024	3883.20				5947.20
			12/21/2025	4038.40				6184.80
			12/20/2026	4200.00				6432.00
<b>1220</b>	M	<b>Secretary II</b>						
			12/25/2022	2808.00	2927.20	3047.20	3189.60	3328.80
			11/24/2024	2976.80	3103.20	3230.40	3380.80	3528.80
			12/22/2024	3125.60	3258.40	3392.00	3549.60	3705.60
			12/21/2025	3250.40	3388.80	3528.00	3691.20	3853.60
			12/20/2026	3380.80	3524.00	3668.80	3839.20	4008.00
<b>1221</b>	MA	<b>Suprvsing Secretary II</b>						
			12/25/2022	2943.20	3074.40	3200.80	3351.20	3492.80
			11/24/2024	3120.00	3259.20	3392.80	3552.00	3702.40
			12/22/2024	3276.00	3422.40	3562.40	3729.60	3887.20
			12/21/2025	3407.20	3559.20	3704.80	3878.40	4042.40
			12/20/2026	3543.20	3701.60	3852.80	4033.60	4204.00
<b>0488</b>	PA	<b>Worker's Compensation Admin</b>						
			12/25/2022	3515.20				5384.00
			11/24/2024	3726.40				5707.20
			12/22/2024	3912.80				5992.80
			12/21/2025	4069.60				6232.80
			12/20/2026	4232.00				6482.40

**APPENDIX B**  
**DOMESTIC PARTNERS**

Domestic Partner Defined. A “domestic partnership” shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the “domestic partner” of the other if they both complete, sign and cause to be filed with the County a notarized “County of Alameda Affidavit of Domestic Partnership” (or submit to the County a notarized “Declaration of Domestic Partnership” [State Form DP-1] filed with the California Secretary of State) attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a “County of Alameda Termination of Domestic Partnership” form. For those who filed a “State Declaration of Domestic Partnership,” a copy of a notarized State of California “Notice of Termination of Domestic Partnership [State Form DP-2] filed with the State of California must be provided to the County.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County or State of California as described herein, and all other criteria have been met which establish the domestic partnership.

**APPENDIX C**  
**ZONE 7 CLASSIFICATIONS**

Alameda County Flood Control and Water Conservation District, Zone 7 job classifications represented by ACMEA in bargaining unit R61 are covered by this MOU except for those listed in subsection 15.G. (Zone 7) which are set in a separate MOU between the Board of Director of Zone 7 and ACMEA.

Job Code	Classification	Union Code	FLSA
4904CA	Human Resources Technician, Zone 7	R61	X
4906CA	Employee Services Manager, Zone 7	R61	X
4911PA	Finance and System Services Manager, Zone 7	R61	X
4920CA	Executive Assistant, Zone 7	R61	X

**APPENDIX D**  
**EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES**

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

- 3.48.010 Purpose.
- 3.48.020 Scope.
- 3.48.030 Application to civil service matters and grievance procedures set forth in memorandums of understanding.
- 3.48.040 Objectives.
- 3.48.050 Definitions.
- 3.48.060 Filing of FEPC and EEOC complaints not prohibited.
- 3.48.070 Informal and formal procedures.
- 3.48.080 Costs of hearing.
- 3.48.090 Representation.
- 3.48.100 Freedom from reprisal.

3.48.010 Purpose.  
The purpose of this procedure is to provide a uniform and effective system for resolving certain allegations and complaints of employment discrimination. (Prior admin. Code 2-18.01)

3.48.020 Scope.  
This procedure pertains to allegations made by aggrieved persons of discrimination in regard to recruitment, appointment, training, promotion, retention, discipline or other aspects of employment because of race, religion, color, sex, handicap, sexual orientation, age, national origin, political affiliation or any other factor which applicable state or federal law or regulation prohibits as the basis for discrimination in employment. Complaints which do not allege discrimination based upon one or more of the foregoing factors will not be handled under this procedure.

Where applicable, this procedure supersedes the grievance procedure set forth in Chapter 3.44 of this code. This procedure does not confer upon nontenured employees the right to a good cause hearing upon the imposition of disciplinary action. (Prior admin. Code 2-18.02)

3.48.030 Application to civil service matters and grievance procedures set forth in memorandums of understanding.  
This procedure shall not apply to complaints relating to matters within the jurisdiction of the civil service commission under the Charter until and unless the commission elects to make this procedure applicable to such complaints. In such event, the findings and decision of the hearing officer or arbitrator shall be made to the commission for final determination. This procedure shall apply to complaints of discrimination pursuant to grievance procedures set forth in memorandums of understanding only in the event that such memorandums specifically provide for its application to such complaints. In the event that the use of this procedure is not adopted by the commission or specified by the applicable memorandum of understanding, an aggrieved person who elects to pursue an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. Code 2-18.03) 3.48.040

3.48.040 Objectives.



The objectives of this procedure are: to provide an efficient means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements; to decrease significantly formal complaints which are expensive, time consuming and detrimental to good employee relations; and to sensitize managers and supervisors to the needs of individual employees or groups and to improve their capability of handling problems before they become complaints. (Prior admin. Code 2-18.04)

3.48.050 Definitions

“Affirmative action coordinator” means the Agency/Department affirmative action coordinator or other person in close reporting relationship to top management who is assigned the responsibility of managing the procedure for handling discrimination complaints.

“Complainant” means an aggrieved person who has filed a formal complaint.

“Discrimination in regard to age” means disparate treatment of persons who are at least forty (40) years of age but less than seventy (70) years of age, as prohibited by the U.S. Age Discrimination in Employment Act of 1967, or of persons who are at least forty (40) years of age, as prohibited by the California Fair Employment Practice Act.

“Discrimination in regard to handicap” means disparate treatment of persons having a physical or mental handicap not related to employment needs or the person’s ability to perform the duties of the job.

“Equal employment opportunity counselor” means an employee trained in equal employment opportunity procedures and counseling techniques to provide informal counseling on matters pertaining to discrimination.

Factors Which Applicable State or Federal Law or Regulation Prohibits as the Basis for Discrimination in Employment. These factors are those personal or social characteristics which are unrelated to either the needs of the position or to employment in general. Such factors as poor personal hygiene, unwillingness or inability to take direction, to work in harmony with supervision, peers, or the public, or to work without excessive absenteeism are examples of factors which normally are related to the needs of the position and to employment.

“Formal complaint” means written complaint which states clearly the basis for an allegation of discrimination and the relief requested. (Prior admin. Code 2-18.05)

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

This procedure is not intended to and does not interfere with the rights of an aggrieved person to file a complaint with the Fair Employment Practice Commission, the Equal Employment Opportunity Commission, the courts, or, except as specifically provided herein, any other available source or redress. (Prior admin. code 2-18.07)

3.48.070 Informal and formal procedures.

- A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

**B. Resolving Formal Complaints.**

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be affected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five (5) working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the Agency/Department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the Agency/Department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.
2. **Appeal from Decision of the Agency/Department Head.** The decision of the Agency/Department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. **Review County Affirmative Action Officer.** The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.
4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the Agency/Department head, before an agreed-upon arbitrator.
5. **Exclusion of Frivolous or Vague Appeals and Appeal Therefrom.** In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The

determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The director of personnel shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2- 18.07)

3.48.080 Costs of hearing.

The cost of the hearing officer or the arbitrator, as well as of any reporter required by the hearing officer or arbitrator, shall be paid by the county. In the event, however, that the aggrieved person is represented in his or her appeal by a recognized employee organization or is furnished counsel by said organization, the costs of the hearing officer or the arbitrator as well as of the reporter shall be shared equally by the county and the organization. (Prior admin. code 2-18.08)

3.48.090 Representation.

The aggrieved person/complainant has a right to be accompanied, represented and advised by a person of his or her own choosing at all stages of the process, but no recognized employee organization shall be obligated to furnish such representation or advice except upon such basis as the aggrieved person/complainant and the recognized employee organization shall mutually agree. (Prior admin. code 2-18.09)

3.48.100 Freedom from reprisal.

An aggrieved person/complainant, his or her representative, and witness shall be free from restraint, interference, coercion, discrimination or reprisal at all stages in presenting and processing a complaint, including the informal counseling state. (Prior admin. code 2-18.10)

**SIDELETTER OF AGREEMENT  
BETWEEN  
THE COUNTY OF ALAMEDA  
AND  
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION  
CONFIDENTIAL UNIT**

**CLASSIFICATIONS WITH DEEP SALARY RANGES**

Within 180-days following the adoption of the 2023-2027 Alameda County Management Employees Association ("ACMEA") General Government and Confidential Units Memoranda of Understanding ("MOU"), the County will initiate the transition towards implementing the automation of salary increases for employees in classifications covered by this MOU with deep salary ranges while maintaining flexibility of granting special merit increases for those who are high-performing and meet specific performance criteria and withholding merit increases due to substandard performance. The following steps will be taken to implement the automation of salary increases:

- 1) Each level within the salary range will be adjusted to be approximately five percent (5%) apart. The bottom of the salary range will be adjusted to reduce or increase the overall salary range to be approximately 21.5%, 27.6%, 34.0% or 40.7%.
- 2) Employees will be placed at the appropriate established salary level for their classification based on their current salary rate. Employees who have not reached the maximum salary rate within the salary range and have a salary rate between the established levels, or have a salary rate below the minimum rate in the established salary range, will be placed in the next higher salary level upon implementation.
- 3) Salary administration criteria outlined in Salary Ordinance Article 3 that require employees to meet certain criteria to reach the maximum rate of the salary range will be eliminated. The general salary administration criteria for employees covered by this MOU in a classification with a deep class salary range is outlined in Section 15. Wages.

Classifications in Zone 7 are excluded from the provisions of this sideletter of agreement.

**For the County:**

DocuSigned by:  
*Keith Fleming*

Keith Fleming, IEDA

Date: 8/14/2024

**For ACMEA:**

DocuSigned by:

*John Coburn*

8/14/2024

John Coburn, ACMEA GG and  
Confidential

DocuSigned by:

*Fred Sahakian*

8/14/2024

Fred Sahakian, ACMEA President

**SIDELETTER OF AGREEMENT  
BETWEEN  
THE COUNTY OF ALAMEDA  
AND  
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION  
(GENERAL GOVERNMENT AND CONFIDENTIAL UNITS)**

**CLASSIFICATION SALARY SURVEY AND INTERNAL COMPARABLE DATA**

Within 180 days following adoption of the 2023-2027 Alameda County Management Employees Association ("ACMEA") General Government and Confidential Units Memoranda of Understanding ("MOU"), ACMEA and the County of Alameda ("County") [collectively referred to herein as "the Parties"] will meet to discuss and review the County's methodology for determining comparable classifications in the five (5) Bay Area counties (Contra Costa, Marin, San Francisco, San Mateo and Santa Clara), internal alignment within the County, and career ladder(s)/promotional opportunities. The goal of such meetings is to discuss the comparable classifications, or lack thereof, for classifications whose salary surveys the Parties did not reach agreement during the 2023-2027 MOU negotiations and reach a mutual understanding on the survey data. ACMEA will review the survey data provided by the County during 2023-2027 MOU negotiations and identify the classifications for further discussion.

The Parties understand that the review and methodology for salary surveys, internal alignment and career ladders are primarily based on, but not limited to:

- a. Analyzing job descriptions, responsibilities, distinguishing features, and minimum qualifications;
- b. Classification, reporting, and organizational structure;
- c. Use of classifications and number of incumbents in said classifications; and
- d. Salary ranges and structures.

The Parties agree and understand that salary survey, internal alignment and other promotional/career ladder information is subject to change based on changes to classifications, organizational structure and other related information for the comparable jurisdictions and the County.


The Parties shall meet at least once per quarter during the term of the MOU. The County agrees to release up to four (4) ACMEA representatives of the General Government and Confidential Units to participate in the discussions. In addition, by mutual agreement, subject matter experts (SMEs) may be released to attend as needed.

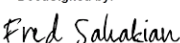
This Sideletter Agreement shall remain in effect for the duration of the current 2023-2027 MOU between the Parties unless modified by mutual agreement.

**For the County:**

DocuSigned by:  
  
 10/14/2024  
 Keith Fleming, IEDA

**For ACMEA:**

DocuSigned by:  
  
 10/14/2024  
 John Coburn, ACMEA GG and Confidential

DocuSigned by:  
  
 10/14/2024  
 Fred Sahakian, ACMEA President

**SIDELETTER OF AGREEMENT  
BETWEEN  
THE COUNTY OF ALAMEDA  
AND  
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION  
(GENERAL GOVERNMENT AND CONFIDENTIAL UNITS)**

**PILOT EMPLOYEE WELLNESS COMMITTEE**

Within 90-days following the adoption of the 2023-2027 Memoranda of Understanding (“MOU”) between the County of Alameda (“County”) and the Alameda County Management Employees Association General Government and Confidential Units (“ACMEA”), collectively referred to as “Parties”, the Parties agree to establish a pilot Wellness Committee (“Committee”) for a 2-year period. Said Committee shall consist of five (5) County representatives and five (5) ACMEA representatives and shall meet quarterly over the 2-year period. The purpose of the Committee shall be to brainstorm countywide wellness programs and initiatives with the primary goal of enhancing County employees’ physical and mental well-being, including reducing stress, promoting healthy lifestyles, and creating a more supportive work environment. The Committee is not authorized to bind the County or ACMEA to any items subject to meet and confer or Memorandum of Understanding negotiations. The County will update the Board of Supervisors on the Committee’s agreed-upon ideas during the annual benefit renewal update. The County will provide the Committee with the outcome from the update to the BOS.

**For the County:**

DocuSigned by:  
*Keith Fleming* 5/23/2024  
09EB3705810241D...

Keith Fleming, IEDA

**For ACMEA:**

DocuSigned by:  
*John Coburn* 5/23/2024  
C22C7CAFC7BE4FA...

John Coburn, ACMEA GG and Confidential

DocuSigned by:  
*Fred Sahakian* 5/23/2024  
1C3693E31390441...

Fred Sahakian, ACMEA President

**MINUTE ORDER**

**ALAMEDA COUNTY BOARD OF SUPERVISORS  
MINUTE ORDER**

*The following action was taken by the Alameda County Board of Supervisors on 01/14/2025*

**Approved as Recommended**       **Other**

**Unanimous**     **Tam:**     **Haubert:**     **Miley:**     **Márquez:**     **Fortunato Bas:**  - **5**  
Vote Key:    N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**

Ordinance: O-2025-3,O-2025-4,O-2025-5

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 31426  
**Item No.** 37

**Copies sent to:**

**Special Notes:**  
Read titles, waived the reading of the Ordinances in their entirety and adopted Ordinances O-2025-3, Ordinance O-2025-4, Ordinance O-2025-5



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

**ATTEST:**  
Clerk of the Board  
Board of Supervisors

By:   
Deputy

**MINUTE ORDER**

**ALAMEDA COUNTY BOARD OF SUPERVISORS  
MINUTE ORDER**

*The following action was taken by the Alameda County Board of Supervisors on 02/18/2025*

**Approved as Recommended**       **Other**

**Unanimous**     **Tam:**     **Haubert:**     **Miley:**     **Márquez:**     **Fortunato Bas:**  - **4**  
Vote Key:    N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**

Ordinance: O-2025-11,O-2025-12

**Documents to be signed by Agency/Purchasing Agent:**

File No. 31446  
Item No. 33

**Copies sent to:**

**Special Notes:**



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

**ATTEST:**  
Clerk of the Board  
Board of Supervisors

By:   
Deputy



**COUNTY OF ALAMEDA**  
**PAY PERIOD CALENDAR**  
**2023**

<u>FROM</u>	<u>TO</u>	<u>PAYDAY</u>	<u>PAY PERIOD</u>
12/11/22	12/24/22	01/06/23	23-01
12/25/22	01/07/23	01/20/23	23-02
		<i>CHRISTMAS OBSERVED 12/26/22</i>	
		<i>NEW YEAR'S OBSERVED 01/02/23</i>	
01/08/23	01/21/23	02/03/23	23-03
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/16/23</i>	
01/22/23	02/04/23	02/17/23	23-04
02/05/23	02/18/23	03/03/23	23-05
		<i>LINCOLN'S BIRTHDAY OBSERVED 02/13/23</i>	
02/19/23	03/04/23	03/17/23	23-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/20/23</i>	
03/05/23	03/18/23	03/31/23	23-07
=====			
03/19/23	04/01/23	04/14/23	23-08
04/02/23	04/15/23	04/28/23	23-09
04/16/23	04/29/23	05/12/23	23-10
04/30/23	05/13/23	05/26/23	23-11
05/14/23	05/27/23	06/09/23	23-12
05/28/23	06/10/23	06/23/23	23-13
		<i>MEMORIAL DAY OBSERVED 05/29/23</i>	
=====			
06/11/23	06/24/23	07/07/23	23-14
		<i>JUNETEENTH 06/19/23</i>	
06/25/23	07/08/23	07/21/23	23-15
		<i>INDEPENDENCE DAY 07/04/23</i>	
07/09/23	07/22/23	08/04/23	23-16
07/23/23	08/05/23	08/18/23	23-17
08/06/23	08/19/23	09/01/23	23-18
08/20/23	09/02/23	09/15/23	23-19
09/03/23	09/16/23	09/29/23	23-20
		<i>LABOR DAY OBSERVED 09/04/23</i>	
		<i>ADMISSION DAY OBSERVED 09/08/23 (*)</i>	
=====			
09/17/23	09/30/23	10/13/23	23-21
10/01/23	10/14/23	10/27/23	23-22
		<i>COLUMBUS DAY OBSERVED 10/09/23 (*)</i>	
10/15/23	10/28/23	11/09/23	23-23
10/29/23	11/11/23	11/22/23	23-24
		<i>VETERAN'S DAY OBSERVED 11/10/23</i>	
11/12/23	11/25/23	12/08/23	23-25
		<i>THANKSGIVING OBSERVED 11/23/23 AND 11/24/23</i>	
11/26/23	12/09/23	12/22/23	23-26

(\*) Not applicable to all employees, please refer to the applicable MOU

**COUNTY OF ALAMEDA  
PAY PERIOD CALENDAR  
2024**

FROM	TO	PAYDAY	PAY PERIOD
12/10/23	12/23/23	01/05/24	24-01
12/24/23	01/06/24	01/19/24	24-02
		<i>CHRISTMAS 12/25/23</i>	
		<i>NEW YEAR'S 01/01/24</i>	
01/07/24	01/20/24	02/02/24	24-03
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/15/24</i>	
01/21/24	02/03/24	02/16/24	24-04
02/04/24	02/17/24	03/01/24	24-05
		<i>LINCOLN'S BIRTHDAY 02/12/24</i>	
02/18/24	03/02/24	03/15/24	24-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/19/24</i>	
03/03/24	03/16/24	03/29/24	24-07
=====			
03/17/24	03/30/24	04/12/24	24-08
03/31/24	04/13/24	04/26/24	24-09
04/14/24	04/27/24	05/10/24	24-10
04/28/24	05/11/24	05/24/24	24-11
05/12/24	05/25/24	06/07/24	24-12
05/26/24	06/08/24	06/21/24	24-13
		<i>MEMORIAL DAY OBSERVED 05/27/24</i>	
=====			
06/09/24	06/22/24	07/05/24	24-14
		<i>JUNETEENTH 06/19/24</i>	
06/23/24	07/06/24	07/19/24	24-15
		<i>INDEPENDENCE DAY 07/04/24</i>	
07/07/24	07/20/24	08/02/24	24-16
07/21/24	08/03/24	08/16/24	24-17
08/04/24	08/17/24	08/30/24	24-18
08/18/24	08/31/24	09/13/24	24-19
09/01/24	09/14/24	09/27/24	24-20
		<i>LABOR DAY OBSERVED 09/02/24</i>	
=====			
09/15/24	09/28/24	10/11/24	24-21
09/29/24	10/12/24	10/25/24	24-22
10/13/24	10/26/24	11/08/24	24-23
10/27/24	11/09/24	11/22/24	24-24
11/10/24	11/23/24	12/06/24	24-25
		<i>VETERANS DAY 11/11/24</i>	
11/24/24	12/07/24	12/20/24	24-26
		<i>THANKSGIVING OBSERVED 11/28/24 AND 11/29/24</i>	

**COUNTY OF ALAMEDA**  
**PAY PERIOD CALENDAR**  
**2025**

FROM	TO	PAYDAY	PAY PERIOD
12/08/24	12/21/24	01/03/25	25-01
12/22/24	01/04/25	01/17/25	25-02
		<i>CHRISTMAS 12/25/24</i>	
		<i>NEW YEAR'S 01/01/25</i>	
01/05/25	01/18/25	01/31/25	25-03
01/19/25	02/01/25	02/14/25	25-04
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/20/25</i>	
02/02/25	02/15/25	02/28/25	25-05
		<i>LINCOLN'S BIRTHDAY 02/12/25</i>	
02/16/25	03/01/25	03/14/25	25-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/17/25</i>	
03/02/25	03/15/25	03/28/25	25-07
=====			
03/16/25	03/29/25	04/11/25	25-08
03/30/25	04/12/25	04/25/25	25-09
04/13/25	04/26/25	05/09/25	25-10
04/27/25	05/10/25	05/23/25	25-11
05/11/25	05/24/25	06/06/25	25-12
05/25/25	06/07/25	06/20/25	25-13
		<i>MEMORIAL DAY OBSERVED 05/26/25</i>	
=====			
06/08/25	06/21/25	07/03/25	25-14
		<i>JUNETEENTH 06/19/25</i>	
06/22/25	07/05/25	07/18/25	25-15
		<i>INDEPENDENCE DAY 07/04/24</i>	
07/06/25	07/19/25	08/01/25	25-16
07/20/25	08/02/25	08/15/25	25-17
08/03/25	08/16/25	08/29/25	25-18
08/17/25	08/30/25	09/12/25	25-19
08/31/25	09/13/25	09/26/25	25-20
		<i>LABOR DAY OBSERVED 09/01/25</i>	
=====			
09/14/25	09/27/25	10/10/25	25-21
09/28/25	10/11/25	10/24/25	25-22
10/12/25	10/25/25	11/07/25	25-23
10/26/25	11/08/25	11/21/25	25-24
11/09/25	11/22/25	12/05/25	25-25
		<i>VETERANS DAY 11/11/25</i>	
11/23/25	12/06/25	12/19/25	25-26
		<i>THANKSGIVING OBSERVED 11/27/25 AND 11/28/25</i>	

**COUNTY OF ALAMEDA**  
**PAY PERIOD CALENDAR**  
**2026**

FROM	TO	PAYDAY	PAY PERIOD
12/07/25	12/20/25	01/02/26	26-01
12/21/25	01/03/26	01/16/26	26-02
		<i>CHRISTMAS 12/25/25</i>	
		<i>NEW YEAR'S 01/01/26</i>	
01/04/26	01/17/26	01/30/26	26-03
01/18/26	01/31/26	02/13/26	26-04
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/19/26</i>	
02/01/26	02/14/26	02/27/26	26-05
		<i>LINCOLN'S BIRTHDAY 02/12/26</i>	
02/15/26	02/28/26	03/13/26	26-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/16/26</i>	
03/01/26	03/14/26	03/27/26	26-07
=====			
03/15/26	03/28/26	04/10/26	26-08
03/29/26	04/11/26	04/24/26	26-09
04/12/26	04/25/26	05/08/26	26-10
04/26/26	05/09/26	05/22/26	26-11
05/10/26	05/23/26	06/05/26	26-12
05/24/26	06/06/26	06/18/26	26-13
		<i>MEMORIAL DAY OBSERVED 05/25/26</i>	
=====			
06/07/26	06/20/26	07/02/26	26-14
		<i>JUNETEENTH 06/19/26</i>	
06/21/26	07/04/26	07/17/26	26-15
		<i>INDEPENDENCE DAY OBSERVED 07/03/26</i>	
07/05/26	07/18/26	07/31/26	26-16
07/19/26	08/01/26	08/14/26	26-17
08/02/26	08/15/26	08/28/26	26-18
08/16/26	08/29/26	09/11/26	26-19
08/30/26	09/12/26	09/25/26	26-20
		<i>LABOR DAY OBSERVED 09/07/26</i>	
=====			
09/13/26	09/26/26	10/09/26	26-21
09/27/26	10/10/26	10/23/26	26-22
10/11/26	10/24/26	11/06/26	26-23
10/25/26	11/07/26	11/20/26	26-24
11/08/26	11/21/26	12/04/26	26-25
		<i>VETERANS DAY 11/11/26</i>	
11/22/26	12/05/26	12/18/26	26-26
		<i>THANKSGIVING OBSERVED 11/26/26 AND 11/27/26</i>	
12/06/26	12/19/26	12/31/26	26-27

**COUNTY OF ALAMEDA**  
**PAY PERIOD CALENDAR**  
**2027**

FROM	TO	PAYDAY	PAY PERIOD
12/20/26	01/02/27	01/15/27 <i>CHRISTMAS 12/25/26</i> <i>NEW YEAR'S 01/01/27</i>	27-01
01/03/27	01/16/27	01/29/27	27-02
01/17/27	01/30/27	02/11/27 <i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/18/27</i>	27-03
01/31/27	02/13/27	02/26/27 <i>LINCOLN'S BIRTHDAY 02/12/27</i>	27-04
02/14/27	02/27/27	03/12/27 <i>WASHINGTON'S BIRTHDAY OBSERVED 02/15/27</i>	27-05
02/28/27	03/13/27	03/26/27	27-06
=====			
03/14/27	03/27/27	04/09/27	27-07
03/28/27	04/10/27	04/23/27	27-08
04/11/27	04/24/27	05/07/27	27-09
04/25/27	05/08/27	05/21/27	27-10
05/09/27	05/22/27	06/04/27	27-11
05/23/27	06/05/27	06/17/27 <i>MEMORIAL DAY OBSERVED 05/31/27</i>	27-12
=====			
06/06/27	06/19/27	07/02/27 <i>JUNETEENTH OBSERVED 06/18/27</i>	27-13
06/20/27	07/03/27	07/16/27	27-14
07/04/27	07/17/27	07/30/27 <i>INDEPENDENCE DAY OBSERVED 07/05/27</i>	27-15
07/18/27	07/31/27	08/13/27	27-16
08/01/27	08/14/27	08/27/27	27-17
08/15/27	08/28/27	09/10/27	27-18
08/29/27	09/11/27	09/24/27 <i>LABOR DAY OBSERVED 09/06/27</i>	27-19
=====			
09/12/27	09/25/27	10/08/27	27-20
09/26/27	10/09/27	10/22/27	27-21
10/10/27	10/23/27	11/05/27	27-22
10/24/27	11/06/27	11/19/27	27-23
11/07/27	11/20/27	12/03/27 <i>VETERANS DAY 11/11/27</i>	27-24
11/21/27	12/04/27	12/17/27 <i>THANKSGIVING OBSERVED 11/25/27 AND 11/26/27</i>	27-25
12/05/27	12/18/27	12/30/27	27-26